

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AGENDA FOR THE REGULAR MEETING OF THE CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JULY 24, 2019

5:30 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 5:30 P.M.1. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

- A) Property: United Rock Products Corporation Pit #3
1136 Meridian Street
APN: 8531-032-009, 8531-033-007 and 8531-034-026
Negotiating Parties: City of Irwindale & United Rock Products Corp.
Under Negotiations: Price and terms of potential acquisition
Conflict of Interest: None
- B) Property: 4826 Baca Avenue
Negotiating Parties: Housing Authority and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda and Garcia
- C) Property: 2424 Mountain Avenue
8534-001-901
Negotiating Parties: Housing Authority and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda and Garcia
- D) Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Garcia
- E) Property: 5134 Irwindale Avenue
Negotiating Parties: Housing Authority and IMD
Under Negotiation: Price and terms
Conflict of Interest: Breceda and Garcia

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

- A) Name of Case: City of Baldwin Park vs. City of Irwindale
Case Number: BS171622
Conflict of Interest: None
- B) Name of Case: Waste Management vs. City of Irwindale
Case Number: BS171509
Conflict of Interest: None

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

**D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz**

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

1. Introduction of Community Development Office Specialist - Edith Alcantara
2. Introduction of Planning Technician – Lisa Chou
3. Introduction of Public Works Services Office Specialist – Aundrea Alvarado

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Irwindale Chamber of Commerce Quarterly Update
2. Upper San Gabriel Valley Municipal Water District Presentation by Patty Cortez, Director of Government and Community Affairs
3. Chamber of Commerce Business of the Month – Jan's Towing (June) & Vulcan Materials (July)

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held April 15, 2019

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report for June 30, 2019 (joint on Successor Agency and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2019.

D. Approve Asset Forfeiture Budget Transfer for Purchase of One Police Community Service Vehicle and Waive Formal Bidding Procedure

Recommendation: **Adopt Resolution No. 2019-33-3117** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS OF \$30,812 WITHIN THE ASSET FORFEITURE ACCOUNTS FOR THE PURCHASE OF ONE POLICE COMMUNITY SERVICE VEHICLE" reading by title only and waiving further reading thereof.

E. Second Reading of Ordinance No. 737

Recommendation: **Adopt on second reading Ordinance No. 737** amending the Irwindale Municipal Code, Title 12 Streets, Sidewalks and Public Places to include Chapter 12.12 Wireless Telecommunications Facilities in the Public Right-of-Way, reading by title only and waiving further reading thereof.

F. Acceptance of the Construction of the Limited Volume Transfer Station Located at the N/W Corner of Los Angeles Street and Azusa Canyon Road; P-986

Recommendation: (1) Ratify changes to the original scope of work and accept the completed improvements of the Construction of the Limited Volume Transfer Station Located at the N/W Corner of Los Angeles Street and Azusa Canyon Road Project; and (2) approve the final construction contract amount of \$451,125.34; and (3) authorize the City Engineer to file the Notice of Completion with the Los Angeles County Recorder's office.

G. Professional Services Agreement for Mining Tax Audit Services

Recommendation: Authorize the City Manager to enter into a professional services agreement with Lance, Soll & Lunghard, LLP in the amount of \$39,312 to perform a Mining Tax Audit of all mining operators in the City of Irwindale.

H. Rejection of Claim: Samantha Recendez vs. City of Irwindale

Recommendation: Reject the claim of Samantha Recendez vs. City of Irwindale and direct staff to send a standard letter of rejection.

I. Confirmation of Fiscal Year 2019-2020 Adopted Budget

Recommendation: **Adopt Resolution No. 2019-37-3121** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CONFIRMING THE FINAL FISCAL YEAR 2019-2020 BUDGET TOTALS ADOPTED BY ORDINANCE ON JUNE 26, 2019" reading by title only and waiving further reading thereof.

J. Award of Contract to provide professional design services for Traffic Signal Modifications at Arrow Hwy & Irwindale Ave (P-997)

Recommendation: Authorize the City Manager to enter into an agreement with Iteris, Inc. in the amount of \$29,590 for professional design services for the preparation of the Plans, Specifications and Estimate (PS&E) for Traffic Signal Modifications at Arrow Hwy & Irwindale Ave (P-997).

K. Appropriation of California 911 Emergency Communication Funds for Procurement of GIS Managed Services

Recommendation: Adopt **Resolution No. 2019-36-3120**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING ESTIMATED REVENUES AND

APPROPRIATING STATE OF CALIFORNIA EMERGENCY COMMUNICATIONS GRANT FUNDS IN THE AMOUNT OF \$12,890 FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) MANAGED SERVICES," reading by title only and waiving further reading thereof, thereby appropriating 9-1-1 funds.

2. NEW BUSINESS

- A. Presentation by Architect for Rock Church

3. PUBLIC HEARINGS

- A. Public Hearing for Sewer Maintenance and Street Lighting Maintenance Assessment Districts for the Irwindale Business Center

Recommendation: (1) Conduct a public hearing for public comments; (2) **adopt Resolution No. 2019-38-3112** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, WITHIN THE EXISTING IRWINDALE BUSINESS CENTER SEWER MAINTENANCE DISTRICT; and (3) **adopt Resolution No. 2019-39-3123** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT" reading by title only and waiving further reading thereof.

4. CITY MANAGER'S REPORT

5. AGENDA ITEM REQUESTS BY COUNCIL MEMBERS

- A. Consideration of Opening Swimming Pool through the End of September (Requested by Councilmember Ortiz)

Recommendation: Provide direction regarding the closure date for the swimming pool, changing it from Sunday, August 18th to Sunday, September 2nd. Should the City Council elect to approve the extension, staff will need to implement the change and make the appropriate updates to all promotional materials and signage including documents, flyers, and the city website. The extension would include weekday night swim and weekend day swim.

- B. Consideration of Changing Beach Trip Days (Requested by Councilmember Ortiz)

Recommendation: Provide direction regarding the possible change in days that the Beach trips are offered through the Recreation Department, moving them from Wednesdays to Thursdays. Should the City Council elect to approve the change in days, staff will need to implement the change and make the appropriate updates to all promotional materials

and signage including documents, flyers and the City website. The change would affect our final trip of the summer as registration for the last beach trip in July has already begun.

6. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 15, 2019

B. Warrants

Recommendation: Approve

C. Investment Quarterly Report for June 30, 2019 (joint on City Council and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2019.

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Special meeting held April 15, 2019.

B. Investment Quarterly Report for June 30, 2019 (joint on Successor Agency and Housing Authority)

Recommendation: Receive and file the Investment Quarterly Report for June 30, 2019.

2. NEW BUSINESS

3. PUBLIC HEARINGS

A. Mayans Housing Project Priority Listing Appeal

Recommendation: That the Irwindale Housing Authority ("IHA") deny the appeal submitted by Ms. Danielle Cortez dated June 3, 2019 and sustain RSG's determination that the applicant's Third Priority Criteria is a Former Resident.

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on July 24, 2019 be posted at the City Hall, Library, and Post Office on July 18, 2019.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

APRIL 15, 2019
MONDAY
5:30 P.M.

The Irwindale CITY COUNCIL met in special session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola;
Mayor Albert F. Ambriz

Also present: William Tam, City Manager; Theresa Olivares,
Assistant City Manager; Fred Galante, City Attorney; Ty Henshaw,
Police Chief; Arsanious Hanna, City Engineer; Eva Carreon,
Finance Director; Marilyn Simpson, Community Development
Manager; Mary Hull, Human Resources Manager, and Laura Nieto,
Chief Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: United Rock Products Corporation Pit #3
Negotiating Parties: City of Irwindale & United Rock Products Corp.
Under Negotiation: Price and terms of potential acquisition

ACTION: Update provided; no further reportable action taken

Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of
Section 54956.9

Number of cases: One case

ACTION: Status discussed, direction given; no further reportable
action taken (Councilmember Ortiz abstained and left
the Closed Session room and did not participate)

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Sections 54956.8 and
54956.9(d)(1)

Name of Case: City of Irwindale vs. Nuway Industries, Inc. et al.
Case Number: KC068677

ACTION: Update received, direction provided; no further
reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:34 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

MAYOR AMBRIZ

Mayor Ambriz complimented staff for the proclamation declaring April as "Autism Awareness Month" and for installing blue lighting in recognition of the proclamation.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested an update on the issue relating to the red curbs along Morada Street.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

None.

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda inquired about a letter prepared by the Attorney General regarding the project at 5175 Vincent, which Manager Simpson elaborated on. Manager Simpson added that staff has subsequently spoken to the Attorney General's Office staff regarding their concerns, and that city staff is now recommending that a complete environmental impact report be conducted at the site.

CARMEN ROMAN

Carmen Roman asked about zoning at the site, to which Manager Simpson advised that there is no zoning change currently being proposed at the site. Rather, staff is recommending a general plan amendment to address the acreage that is being set aside for residential units. When these are developed, that is when a zone change will be necessary.

Carmen Roman also spoke against staff's proposal to relocate the Movies in the Park sessions from Irwindale Park to Jardin de Roca Park.

CITY MANAGER TAM

City Manager Tam advised that the City Council adopted the Housing Element in 2013, which covers from 2013-2021. The Housing Element identifies three of the ten acres located on the

westerly side of the Manning Pit as being reserved for future housing. The remaining acreage will be discussed at a future workshop to obtain resident recommendation on how to use the area. He also indicated that Assistant City Manager Olivares is working with staff to address the concern over the Movies in the Park program.

CITY ATTORNEY
GALANTE

City Attorney Galante clarified that the exact location of the three acres that City Manager Tam mentioned has not yet been identified, and that this will also be addressed at the future workshop. Regarding the Attorney General's letter, City Attorney Galante indicated that the preparation of the letter does not indicate that city staff had done anything wrong. The Attorney General is simply disputing the adequacy of the environmental analysis.

MAYOR PRO TEM
BURROLA

Responding to a comment by Mayor Pro Tem Burrola, City Attorney Galante clarified that the issue surrounding the Manning Pit would be discussed in Closed Session to the extent that there exists a potential threat.

ROBERT DIAZ

Robert Diaz expressed concerns regarding the industrial project on Vincent. He also asked about grading at the Kincaid Pit, which City Attorney Galante explained. He noted the various types of grading to be conducted, and discussed the RFP process in selecting the firm that would conduct the work.

FRED BARBOSA

Fred Barbosa apologized to Planning Department staff for comments he described as rude, and requested that the Council schedule a workshop to discuss the Manning Pit and housing issues. He expressed environmental concerns over the pit and concern over the possibility of contaminated dirt being used at the site.

DENA ZEPEDA

Dena Zepeda also expressed environmental concerns.

CARMEN ROMAN

Carmen Roman complained about the high cost of prescription eyeglasses, to which Assistant City Manager Olivares advised that staff is researching insurance carriers that would grant residents more options in purchasing prescription eyewear.

PAULINE ACOSTA

Pauline Acosta expressed environmental concerns, complained about traffic, thanked the Council for addressing prescription eyewear costs, and expressed her condolences to Councilmember Breceda.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola requested that staff prepare a report regarding fill material being used.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A **MINUTES**

No minutes for approval

ITEM NO. 1B **WARRANTS / DEMANDS**

The warrants / demands / were approved.

ITEM NO. 1C **2ND READING OF**
ORDINANCE NO. 734

ORDINANCE NO. 734
ADOPTED ON
SECOND READING

Ordinance No. 734, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 2.56.030 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO INCREASE THE STIPEND PAID TO SENIOR CITIZEN COMMISSIONERS," was passed, approved, and adopted on second reading.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A **IRWINDALE SISTER**
CITY ASSOCIATION

ASSISTANT CITY **Assistant City Manager Olivares presented the report.**
MANAGER OLIVARES

CARLOS ALVARADO Carlos Alvarado, Irwindale Sister City President, noted that many Irwindale Councilmembers have participated in this program in the past, though the numbers have declined in recent years. He requested input from the Council over whether the Association should continue or be dissolved. If the Council feels the Association should continue, Mr. Alvarado requested assistance as discussed in the staff report. He also requested scheduling a meeting whereby the Mayor of Salvatierra could make a presentation to the Irwindale Council.

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| CARMEN ROMAN | Carmen Roman requested to be informed of the amount of funding the city has provided the Association in the past, and suggested that it continue operating. |
| DENA ZEPEDA | Dena Zepeda expressed her opinion that membership in the Association had fallen due to a lack of information being provided to the residents. She requested that the Council provide the Association with the assistance it is requesting. |
| COUNCILMEMBER BRECEDA | Councilmember Breceda noted his past participation in the Association's activities, indicated that he is not opposed to waiving fees for the use of the Community Center, and stated that he would not want the Association to be dissolved. |
| COUNCILMEMBER ORTIZ | Responding to a question by Councilmember Ortiz, Sonia Alvarado, Secretary/Treasurer of the Sister City Association, advised that organization currently has about 16 members, of which four are Irwindale residents. Councilmember Ortiz spoke highly of the cultural exchange between the two cities and encouraged the Council to assist the Association. |
| COUNCILMEMBER BRECEDA | In response to a question by Councilmember Breceda, Assistant City Manager Olivares advised that the Association would need to know right away whether the city would provide assistance due to planned upcoming activities. |
| MOTION | A motion was made by Mayor Pro Tem Burrola to donate \$5,000 to the Association. He noted that the Association provides the city with many great benefits. The motion died due to a lack of a second. |
| DENA ZEPEDA | Dena Zepeda reiterated her belief that residents need to be better informed in order for resident participation to increase, to which Sonia Alvarado stated that the Association began sending flyers to residents last year, and that another mailer will go out soon. She also noted that the Association holds meetings at the Irwindale Council Chambers every 2 nd Tuesday of the month. |
| PAULINE ACOSTA | Pauline Acosta spoke on her history with the Association and expressed her support. |
| COUNCILMEMBER GARCIA | Councilmember Garcia expressed his desire to support the Association, although perhaps not necessarily monetarily. He noted that the city could assist by granting the Association the use of city facilities. He also suggested that future flyers to the residents include a request for donations. |
| COUNCILMEMBER ORTIZ | Councilmember Ortiz asked about the legality of making monetary donations to the Association, to which City Attorney Galante indicated that the Council has made donations in the past since it has determined through Resolutions that the public benefits from the |

Association. For example, the city's design guidelines were created with input from the Association. Also, community events are held that help community relations and the understanding of various cultures.

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| CITY MANAGER TAM | City Manager Tam advised that staff has explained the city's donation policy to the Association, which does not currently permit cash donations. This is the reason the staff report only recommends facility fee waivers. Also, the current budget does not have any amount allocated for donations and that, if the Council would like to consider making a donation, staff must first study the issue to see if it could be justified in order to avoid making a gift of public funds. |
| COUNCILMEMBER BRECEDA | Councilmember Breceda spoke in support of waiving facility fees. |
| MAYOR AMBRIZ | Mayor Ambriz concurred in waiving the fees and encouraged the Association to continue working to increase participation and membership. |
| SONIA ALVARADO | Sonia Alvarado agreed that the Association would be more aggressive in recruiting members, and indicated that the Association could provide documentation to show the assistance it has previously received from the city. She also indicated that the Association will be transparent and provide a full accounting of its expenditures. |
| MOTION | A motion was made by Councilmember Ortiz, seconded by Mayor Ambriz, to approve the fee waiver for the use of the Community Center, and to direct staff to look into the legality of donating funds to the Association. The motion was unanimously approved. |
| <u>ITEM NO. 2B</u> USER FEE STUDY PHASE II WORKSHOP | USER FEE STUDY PHASE II WORKSHOP |
| DIRECTOR CARREON | Director Carreon introduced the staff report, then introduced Todd Burton of Willdan, who discussed the staff report. |
| COUNCILMEMBER ORTIZ | Councilmember Ortiz suggested implementing the recommendations for the study made by the Parks and Recreation Commission. |
| MAYOR PRO TEM BURROLA | Responding to several questions by Mayor Pro Tem Burrola, Mr. Burton and Director Carreon advised that: 1) it would be best to avoid comparing the fees charged amongst various cities, 2) Baldwin Park charges \$32 non-resident monthly memberships, YMCA charges \$45 per adult, Planet Fitness charges \$10, and the city of Sacramento charges \$39.50 |

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| DISCUSSION HELD | Discussion was held regarding: 1) the fees charged for gym membership by other cities/organizations, 2) the need to structure competitive fees, 3) the perks and benefits of Irwindale gym membership; 4) aquatics programs; 5) the current and proposed costs of renting city facilities, such as the Recreation's Kitchen and Reception Area; 6) |
| MAYOR PRO TEM BURROLA | Mayor Pro Tem Burrola suggested increasing the fees to non-residents. |
| MAYOR AMBRIZ | Mayor Ambriz requested implementing the suggestions made by the Parks & Recreation Commission, and approving these as well as the rest of the recommendations made by staff. |
| CARMEN ROMAN | Carmen Roman requested that the cost of the family pass be lowered, and opposed establishing separate fees for the use of the Kitchen and Reception Area. |
| YOLANDA GARCIA | Yolanda Garcia expressed her belief that the cost of the family pass already is very reasonable. |
| COUNCILMEMBER ORTIZ | Councilmember Ortiz expressed opposition to implementing separate fees for the use of the Kitchen and the Reception Area, and suggested leaving the fee structure for these as they currently exist. |
| ASSISTANT CITY MANAGER OLIVARES | Assistant City Manager Olivares clarified the differences between the Community Center and Recreation Department facilities as well as their respective prices. She further indicated that both kitchens are licensed and inspected annually by the Health Department. |
| MAYOR PRO TEM BURROLA | Mayor Pro Tem Burrola opposed changing the fees for the kitchens. |
| COUNCILMEMBER ORTIZ | Councilmember Ortiz voiced concern over hurting fundraising efforts by non-profit organizations by potentially establishing new fees, to which Assistant City Manager Olivares explained that organizations that desire to use the banquet facility currently must pay the full fee, which includes the use of the banquet room as well as the kitchen. The proposed fee structure would split the costs of the two facilities, for those occasions when organizations wish to only rent one of the two. Additionally, the Council has the authority to waive fees to non-profits, though the organizations must still pay a deposit and provide proof of insurance. |

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| DENA ZEPEDA | Dena Zepeda spoke in favor of lowering fees for Irwindale residents and requested that the suggestions made by the Parks & Recreation Commission be implemented. |
| CITY MANAGER TAM | City Manager Tam clarified that the proposed fees that would affect recreation-related events and activities were presented to the Parks & Recreation Commission for their input and suggestions. Staff is now presenting these suggestions to the Council for clarification over whether they should be approved. A final version of the proposed fee schedule will be addressed by the Council at a future public hearing. |
| ASSISTANT CITY MANAGER OLIVARES | Assistant City Manager Olivares requested input from the Council over a new fee structure for the use of the picnic shelter. She further explained the motivation behind the proposed change. |
| CARMEN ROMAN | Carmen Roman opposed the suggested fee structure for the rental of the picnic shelter. |
| MAYOR PRO TEM BURROLA | As requested by Mayor Pro Tem Burrola, Assistant City Manager Olivares compared usage of the picnic shelter between residents and non-residents. |
| COUNCILMEMBER ORTIZ | Councilmember Ortiz suggested against changing the picnic shelter fee structure. |
| COUNCILMEMBER BRECEDA | Councilmember Breceda concurred, and stated that the current price is fair. |
| MOTION | A motion was made by Mayor Ambriz, seconded Councilmember Ortiz, to proceed with all of staff's recommendations for the proposed User Fees Phase 2, and to include the recommendations made by the Council, and direct staff to prepare a formal report and resolution to be presented as part of a Public Hearing to be adopted at a future Council meeting. The motion was unanimously approved. |
| RECESS | At 8:32 p.m., the City Council took a short recess. |
| RECONVENE | At 8:38 p.m., the City Council reconvened in Open Session with all members present. |
| <u>ITEM NO. 2C</u> RESIDENT IDENTIFICATION CARD POLICY MODIFICATIONS | RESIDENT IDENTIFICATION CARD POLICY MODIFICATIONS |
| MAYOR AMBRIZ | Mayor Ambriz suggested lowering the number of required documents for the Resident ID Card from three to two, and that the validity of the cards issued to seniors be extended to two years. |

COUNCILMEMBER
ORTIZ

Councilmember Ortiz also suggested that the policy be changed to allow for the combination of documents, such as affidavits and other various documents, to which Assistant City Manager Olivares clarified that the policy already permits combining documents.

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to lower the number of required documents for the Resident ID Card from three to two, and that the validity of the cards issued to seniors be extended to two years. The motion was unanimously approved.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORTS**

CITY MANAGER TAM

City Manager Tam reminded the Council of the State of the City event scheduled for April 24, the Spring Cleanup campaign scheduled for May 3, and that the Renaissance Faire will continue through May 19. He also advised that, per Councilmember Ortiz's request, staff will not be taking any additional curbing efforts on Morada Street. He added that the Council supported the concept of improving two parking lots on Morada Street and converting them to parking for Morada residents. This matter will return for Council consideration once the concept has been finalized.

**AGENDA ITEM
REQUESTS BY
COUNCILMEMBERS**

ITEM NO. 5A
REQUESTS BY
COUNCILMEMBER
ORTIZ: 1) OVERNIGHT
PARKING
REQUIREMENTS, AND
2) RV AND TRAILER
PARKING
REQUIREMENTS ON
CITY STREETS

REQUESTS BY COUNCILMEMBER ORTIZ: 1) OVERNIGHT
PARKING REQUIREMENTS, AND 2) RV AND TRAILER PARKING
REQUIREMENTS ON CITY STREETS

COUNCILMEMBER
ORTIZ

Councilmember Ortiz stated that he has received messages from several residents regarding vehicles parked on the streets for extended periods, with some of those vehicles being inoperable, others being RV's and trailers. He inquired whether the city has an ordinance that restricts RV and trailer parking to a set number of hours, to which Lieutenant Fraijo summarized the two sections of the municipal code that govern long-term storage of vehicles on public right of ways.

Councilmember Ortiz suggested reducing the time limit for the parking of all vehicles on public right of ways, from 120 hours to 72.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola concurred and asked whether vehicle owners are ticketed if their vehicles exceed the allowed time for parking, to which Lieutenant Fraijo advised that these vehicles would be removed and stored by a tow company, and that the vehicle owner would be responsible for all associated fees. Mayor Burrola expressed concern that these vehicles impede street sweeping efforts.

CARMEN ROMAN

Carmen Roman complained that some vehicles have been parked so long that they are growing trees. She also expressed concern over impeded visibility caused by large vehicles being parked near the city parks.

SUZANNE GOMEZ

Suzanne Gomez expressed her worry over abandoned vehicles, including boats.

DENA ZEPEDA

Dena Zepeda concurred and indicated that the police is working on this matter.

COUNCILMEMBER
GARCIA

Councilmember Garcia noted that the city has restrictions on individuals parking their vehicles in their side yards. He suggested that the city consider relaxing these restrictions so that vehicle owners could have more options as to where to park their vehicles. He also suggested perhaps restricting the parking of large vehicles, such as RV's and boat trailers around the perimeters of the city parks.

MAYOR AMBRIZ

Mayor Ambriz noted that this matter will require extensive research to solve, to which Councilmember Ortiz suggested that the research be conducted as soon as possible.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:03 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
June 2019

| Payroll Batch DATE OF ISSUE 6/6/19 | 401-06-19, 402-06-19, 403-06-19 DEPARTMENT | AMOUNT |
|--|---|-------------|
| | 11 City Council | 1,731.15 |
| | 13 City Administrative Office | 38,991.81 |
| | 14 Finance Department | 18,269.69 |
| | 15 Summer Youth | - |
| | 35 Police Department | 161,255.01 |
| | 40 Recreation Department | 22,090.15 |
| | 42 Senior Citizens' Center | 11,822.28 |
| | 44 Library | 9,325.25 |
| | 51 Planning & Community Development | 18,496.23 |
| | 52 Public Works - Engineering | 21,042.26 |
| | 57 Public Works - Services | 39,495.22 |
| | Gross Payroll | 342,519.05 |
| | Required Deductions | (91,680.47) |
| | Voluntary Deductions | (12,610.61) |
| | Net Payroll | 238,227.97 |

| Payroll Batch DATE OF ISSUE 6/20/19 | 415-06-19, 416-06-19 DEPARTMENT | AMOUNT |
|---|-------------------------------------|-------------|
| | 11 City Council | 6,791.56 |
| | 13 City Administrative Office | 39,509.37 |
| | 14 Finance Department | 18,357.93 |
| | 15 Summer Youth | - |
| | 35 Police Department | 142,989.92 |
| | 40 Recreation Department | 21,933.69 |
| | 42 Senior Citizens' Center | 11,805.76 |
| | 44 Library | 9,552.38 |
| | 51 Planning & Community Development | 16,511.81 |
| | 52 Public Works - Engineering | 21,042.26 |
| | 57 Public Works - Services | 36,834.55 |
| | Gross Payroll | 325,329.23 |
| | Required Deductions | (83,977.11) |
| | Voluntary Deductions | (13,761.52) |
| | Net Payroll | 227,590.60 |

| Payroll Batch DATE OF ISSUE 6/29/19 | 428-06-19 DEPARTMENT | AMOUNT |
|---|-------------------------|------------|
| | 44 Library | 3,810.18 |
| | Gross Payroll | 3,810.18 |
| | Required Deductions | (1,097.84) |
| | Voluntary Deductions | - |
| | Net Payroll | 2,712.34 |

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 7/18/2019 12:04 PM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|----------|-----------|----------------------------------|------------|--------------|
| 68997 | AT&T02 | AT & T | 07/11/2019 | 30.04 |
| 68998 | AT&T06 | AT & T | 07/11/2019 | 1,668.94 |
| 68999 | BATE01 | Bateman Community Living, LLC | 07/11/2019 | 3,066.45 |
| 69000 | CALTRON | Caltronics Business Systems | 07/11/2019 | 217.19 |
| 69001 | CHARTE01 | Charter Communications | 07/11/2019 | 42.93 |
| 69002 | ESPINO09 | Juan Espino | 07/11/2019 | 75.00 |
| 69003 | FRONT01 | Frontier Communications | 07/11/2019 | 155.70 |
| 69004 | HENSHA01 | Ty Henshaw | 07/11/2019 | 2,004.03 |
| 69005 | IRWIND14 | Irwindale Industrial Clinic | 07/11/2019 | 1,160.00 |
| 69006 | MIRAND07 | Arline Miranda | 07/11/2019 | 10.00 |
| 69007 | RIOS06 | Jimmy Rios | 07/11/2019 | 75.00 |
| 69008 | STATEO01 | State Of California | 07/11/2019 | 192.00 |
| 69009 | AMERIFID | American Fidelity Assurance | 07/11/2019 | 13,089.48 |
| 69010 | CARDEN01 | Rudy Cardenas | 07/11/2019 | 150.00 |
| 69011 | CHARTE01 | Charter Communications | 07/11/2019 | 32.83 |
| 69012 | CHAV02 | Gene T. Chavez | 07/11/2019 | 400.00 |
| 69013 | FRONT01 | Frontier Communications | 07/11/2019 | 239.49 |
| 69014 | IRWIND14 | Irwindale Industrial Clinic | 07/11/2019 | 225.00 |
| 69015 | IRWIND11 | Irwindale Sister City | 07/11/2019 | 6,000.00 |
| 69016 | JIVE01 | Jive Communications, Inc. | 07/11/2019 | 166.04 |
| 69017 | SCPLRC01 | SCPLRC | 07/11/2019 | 200.00 |
| 69018 | STATEO01 | State Of California | 07/11/2019 | 192.00 |
| 69019 | TULL01 | Bob Tullio | 07/11/2019 | 400.00 |
| 69020 | WONDER02 | Wonders of Wildlife | 07/11/2019 | 300.00 |
| 69021 | VALLEY01 | Valley County Water District | 07/15/2019 | 8,289.59 |
| 69022 | SCE02 | Southern California Edison | 07/15/2019 | 15,061.96 |
| 69023 | ALESHIRE | Aleshire & Wynder, LLP | 07/24/2019 | 45,652.23 |
| 69024 | AZBUS01 | A-Z Bus Sales | 07/24/2019 | 566.24 |
| 69025 | B&BTIR | B & B Tires Service | 07/24/2019 | 20.00 |
| 69026 | BAKER01 | Baker & Taylor Books | 07/24/2019 | 51.75 |
| 69027 | BATE01 | Bateman Community Living, LLC | 07/24/2019 | 3,253.80 |
| 69028 | CALIBE01 | Caliber Commercial Pool Servic | 07/24/2019 | 4,677.69 |
| 69029 | CASC01 | CASC Engineering & Consulting | 07/24/2019 | 1,305.00 |
| 69030 | CINTAS | Cintas Corporation #693 | 07/24/2019 | 163.80 |
| 69031 | COUNTY04 | County of Los Angeles | 07/24/2019 | 3,901.23 |
| 69032 | CREATI04 | Creative Bus Sales, Inc. | 07/24/2019 | 187.50 |
| 69033 | DEKRA-LI | Dekra-Lite | 07/24/2019 | 5,893.66 |
| 69034 | DELONG | Delong Unlimited | 07/24/2019 | 3,355.31 |
| 69035 | DEMCOI | Demco, Inc. | 07/24/2019 | 497.85 |
| 69036 | DESIGN04 | Design Concepts Consulting, Inc. | 07/24/2019 | 12,070.00 |
| 69037 | HASA01 | Hasa Inc. | 07/24/2019 | 806.53 |
| 69038 | HILLYA01 | Hillyard/Los Angeles | 07/24/2019 | 365.79 |
| 69039 | JCSPLU | JC's Plumbing & Backfolw Svc | 07/24/2019 | 561.90 |
| 69040 | COORYE | Samir M. Khoury | 07/24/2019 | 5,590.00 |
| 69041 | MERI01 | Meridian Consultants, LLC | 07/24/2019 | 2,408.75 |
| 69042 | QUINN02 | Quinn Company | 07/24/2019 | 3,519.64 |
| 69043 | R3 | R3 Consulting Group, Inc. | 07/24/2019 | 2,960.00 |

| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|---------------------------|-----------|----------------------------------|------------|--------------|
| 69044 | RIGHT01 | Right of Way, Inc. | 07/24/2019 | 914.94 |
| 69045 | S&SWORLE | S&S Worldwide | 07/24/2019 | 440.57 |
| 69046 | SCFUELS | SC Fuels | 07/24/2019 | 4,447.82 |
| 69047 | SOUTH09 | Southern Computer Warehouse Inc, | 07/24/2019 | 1,909.23 |
| 69048 | THERIG01 | The Rig Man | 07/24/2019 | 4,178.97 |
| 69049 | WALT01 | Walters Wholesale Electric Co. | 07/24/2019 | 141.06 |
| 69050 | ADVANT | Advantage Ford | 07/24/2019 | 717.58 |
| 69051 | B&BTIR | B & B Tires Service | 07/24/2019 | 75.00 |
| 69052 | BARNEY | Barney's Locksmith Service | 07/24/2019 | 208.65 |
| 69053 | BLACKA | Black & White Emergency Vehicles | 07/24/2019 | 370.27 |
| 69054 | Cat Spec | Cat Specialities Inc | 07/24/2019 | 133.37 |
| 69055 | CITYCL | City Clerks Assoc Of California | 07/24/2019 | 200.00 |
| 69056 | DISCOU02 | Discount Rooter Co. | 07/24/2019 | 105.00 |
| 69057 | HDL01 | Hdl Software, LLC | 07/24/2019 | 9,475.53 |
| 69058 | HENKEL01 | Henkels & McCoy | 07/24/2019 | 1,800.00 |
| 69059 | LANDSC | Landscape Warehouse Inc. | 07/24/2019 | 253.97 |
| 69060 | PATSTI | Pat's Tire Service | 07/24/2019 | 165.00 |
| 69061 | PROPRINT | Pro Printing, Inc. | 07/24/2019 | 372.30 |
| 69062 | RICOH02 | Ricoh USA, Inc | 07/24/2019 | 1,661.78 |
| 69063 | RIGHT01 | Right of Way, Inc. | 07/24/2019 | 820.00 |
| 69064 | SWANK01 | Swank Motion Pictures, Inc. | 07/24/2019 | 435.00 |
| 69065 | WETZ01 | Joseph Wetzel | 07/24/2019 | 100.00 |
| 69066 | WILLDAN | Willdan Financial Services | 07/24/2019 | 2,112.52 |
| Report Total (70 checks): | | | | 182,290.90 |

- ☒ City Council
- ☒ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019

To: Honorable Mayor and Members of the City Council
Successor Agency Board
Housing Authority Board

From: William K. Tam, City Manager/Executive Director

Issue: Investment Quarterly Report for June 30, 2019.

City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for June 30, 2019.

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of June 30, 2019. The City of Irwindale's total investments include all funds of the City, which are pooled to maximize the interest yield on investments. This investment report itemizes how much is invested in Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

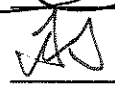
The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. As noted, these funds are pooled to maximize interest yields, however the Reclamation Authority Board is not scheduled to meet again until September 11, 2019. Therefore, this Investment Report will be included in the Reclamation Authority's Agenda for that meeting for approval by the Reclamation Authority Board.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221

A handwritten signature in black ink, appearing to read 'W. K. Tam', is positioned above a horizontal line.

William K. Tam, City Manager/Executive Director

Attachment:
City of Irwindale Investment Report – June 30, 2019

**CITY OF IRWINDALE
INVESTMENT REPORT
June 30, 2019**

| DESCRIPTION OF SECURITY | PAR VALUE/ ORIGINAL COST | CURRENT YIELD TO MATURITY | PURCHASE DATE | MATURITY DATE | MARKET VALUE | INVESTMENT RATING |
|--|--------------------------------|---------------------------------|------------------|------------------|-------------------|----------------------|
| CITY OF IRWINDALE INVESTMENTS (POOLED - ALL FUNDS) | | | | | | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | \$ 27,319,604 | 2.43% | | | \$ 27,319,604 | |
| US GOVERNMENT AGENCIES | | | | | | |
| FEDERAL HOME LOAN MTG CORP (FHLMC) | 988,500 | 1.25% | 12/29/15 | 10/02/19 | 997,580 | AAA |
| FEDERAL FARM CREDIT UNION (FFCB) | 5,000,000 | 1.70% | 12/27/16 | 12/27/19 | 4,993,050 | AAA |
| FEDERAL HOME LOAN MTG CORP (FHLMC) | 3,000,000 | 1.42% | 03/30/16 | 03/30/20 | 2,987,370 | AAA |
| FEDERAL NATIONAL MORTGAGE ASSN (FNMA) | 4,000,000 | 1.17% | 06/30/16 | 03/30/20 | 3,975,400 | AAA |
| FEDERAL FARM CREDIT UNION (FFCB) | 5,000,000 | 1.83% | 12/21/16 | 12/14/20 | 4,999,550 | AAA |
| FEDERAL HOME LOAN MTG CORP (FHLMC) | 5,000,000 | 1.50% | 06/30/16 | 06/30/21 | 4,976,700 | AAA |
| FEDERAL NATIONAL MORTGAGE ASSN (FNMA) | 5,000,000 | 1.25% | 06/30/16 | 06/30/21 | 4,952,300 | AAA |
| FEDERAL HOME LOAN MTG CORP (FHLMC) | 4,000,000 | 2.00% | 07/27/17 | 10/27/21 | 4,000,360 | AAA |
| FEDERAL HOME LOAN MTG CORP (FHLMC) | 5,000,000 | 2.13% | 06/29/17 | 06/29/22 | 5,003,400 | AAA |
| Sub-Total US Government Agencies: | 36,988,500 | | | | 36,885,710 | |
| CERTIFICATES OF DEPOSIT | | | | | | |
| BAR HBR BK & TR (BHB) | 240,000 | 1.65% | 06/30/17 | 07/01/19 | 239,988 | |
| FARM BUREAU BANK (FARMBU) | 240,000 | 1.50% | 01/14/16 | 07/15/19 | 239,914 | |
| ALLY BANK | 240,000 | 1.65% | 12/22/16 | 12/23/19 | 239,458 | |
| BANK BUFFALO (BFFLO) | 240,000 | 1.60% | 06/22/17 | 12/23/19 | 239,398 | |
| DISCOVER BANK (DFS) | 240,000 | 1.65% | 12/21/16 | 12/23/19 | 239,458 | |
| AMERICAN EXPRESS (AXP) | 240,000 | 2.05% | 12/30/15 | 12/30/19 | 239,923 | |
| CONNECTONE BK NJ | 240,000 | 1.85% | 12/30/14 | 12/30/19 | 239,959 | |
| EVERGREEN BK (EVRBG) | 240,000 | 1.60% | 06/30/17 | 12/30/19 | 239,381 | |
| GUARANTY BANK | 240,000 | 1.60% | 12/29/15 | 12/30/19 | 239,851 | |
| MB FINANCIAL BANK | 240,000 | 1.60% | 01/08/16 | 01/08/20 | 240,036 | |
| EAGLE BANK CTF | 240,000 | 1.60% | 01/13/16 | 01/13/20 | 239,323 | |
| BANK OF OAKLAND (OKFLD) | 240,000 | 1.70% | 06/30/17 | 06/29/20 | 238,870 | |
| MARATHON SAVINGS (MRTS) | 240,000 | 1.70% | 06/28/17 | 06/29/20 | 238,870 | |
| BANK PRINCETON (BPRCT) | 240,000 | 1.70% | 06/30/17 | 06/30/20 | 238,867 | |
| CHIPPEWA VY BK (CPWAV) | 240,000 | 1.70% | 06/30/17 | 06/30/20 | 238,867 | |
| SUMMIT CMNTY BK (SMMF) | 240,000 | 1.70% | 06/30/17 | 06/30/20 | 238,867 | |
| BANK VISTA (ABDIT) | 240,000 | 1.75% | 12/29/16 | 10/29/20 | 238,630 | |
| FIRST BANK RICHMOND (FTMUT) | 240,000 | 1.80% | 06/27/17 | 12/28/20 | 238,625 | |
| CAPITAL ONE BANK (COF) | 240,000 | 2.05% | 12/29/16 | 12/29/20 | 239,510 | |
| INVESTORS COMM BANK CTF DEP (ICBANK) | 240,000 | 1.90% | 12/31/15 | 12/31/20 | 238,973 | |
| LAKESIDE BK (LKSDB) | 240,000 | 1.85% | 06/22/17 | 03/22/21 | 238,591 | |
| FIRSTTRUST SVGS BK (SEMPRE) | 240,000 | 1.90% | 06/23/17 | 06/23/21 | 238,589 | |
| MARINE BK (CIBH) | 240,000 | 1.85% | 06/29/17 | 06/29/21 | 238,342 | |
| SIGNATURE BANK (COMMF) | 240,000 | 1.85% | 06/30/17 | 06/30/21 | 238,337 | |
| GOLD COAST BANK (GDCOB) | 240,000 | 1.90% | 06/28/17 | 12/28/21 | 238,061 | |
| CAPITAL ONE BANK (COF) | 240,000 | 2.25% | 12/29/16 | 12/29/21 | 240,101 | |
| CITIZENS ST BK (CSBSH) | 240,000 | 1.90% | 06/30/17 | 12/30/21 | 238,056 | |
| FIRST ST BANK (FRSTE) | 240,000 | 2.00% | 06/30/17 | 04/29/22 | 238,337 | |
| BRIDGEWATER BK (BRDGW) | 240,000 | 2.00% | 06/29/17 | 06/29/22 | 238,171 | |
| MARLIN BUSINESS BK (MRLN) | 240,000 | 2.05% | 06/29/17 | 06/29/22 | 238,519 | |
| COMENITY CAP BK (ADSK) | 240,000 | 2.25% | 06/30/17 | 06/30/22 | 239,906 | |
| Sub-Total Certificates of Deposit: | 7,440,000 | | | | 7,411,776 | |
| Total City of Irwindale Investments (Pooled Funds): | 71,748,104 | | | | 71,617,090 | |

| DESCRIPTION OF SECURITY | PAR VALUE/ ORIGINAL COST | CURRENT YIELD TO MATURITY | PURCHASE DATE | MATURITY DATE | MARKET VALUE | INVESTMENT RATING |
|---|--------------------------------|---------------------------------|------------------|------------------|--------------------------|----------------------|
| <u>SUCCESSOR AGENCY INVESTMENTS</u> | | | | | | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | 16,341,040 | 2.43% | | | 16,341,040 | |
| <u>HOUSING AUTHORITY INVESTMENTS</u> | | | | | | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | 4,087,562 | 2.43% | | | 4,087,562 | |
| GRAND TOTAL OF INVESTMENTS | <u>92,176,706</u> | | | | <u>92,045,692</u> | |

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 12, 2019. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 0.76 years, and the weighted average yield of the City's pooled investments at cost is 1.951%. Market prices of securities are obtained directly through Bank of the West.

Approved by



Eva Carreon, Director of Finance/City Treasurer

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Approve Asset Forfeiture budget transfer for purchase of one police community service vehicle and waive formal bidding procedure

City Manager's Recommendation:

Adopt Resolution No. 2019-33-3117 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS OF \$30,812 WITHIN THE ASSET FORFEITURE ACCOUNTS FOR THE PURCHASE OF ONE POLICE COMMUNITY SERVICE VEHICLE," waiving further reading;

Waive formal bidding procedures per Irwindale Municipal Code Section 3.44.080(f); and approve the issuance of a purchase order for the procurement of one (1) vehicle; 2019 Chevrolet Colorado crew cab pick up.

Background and Analysis:

The Police Department is seeking approval for a budget transfer of Asset Forfeiture funds to purchase one (1) police community service vehicle; a 2019 Chevrolet Colorado.

Police community service vehicles are used in a variety of circumstances. Most importantly they are used to provide various services throughout our community. Some examples would include the use of the vehicle for park patrols, parking enforcement, traffic control, responding to minor calls for service and other community events and functions. The vehicle purchased under this request will be assigned to our Community Services Officer staff members.

Irwindale Municipal Code section 3.44.080(f), defines when a purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the State of California or by the federal government within the previous three hundred sixty-five days (one year). The following reason is what makes this product fall within this municipal code section:

National Auto Fleet Group was awarded contract #120716-NAF from Sourcewell (formerly known as NJPA), based off a formal bid procedure for a 2019 Chevrolet Colorado vehicle. Wondries Fleet Group – a member of the National Auto Fleet Group, is offering Irwindale the 2019 model at the national government multi-year contract price. This bidding procedure and cost break is available for the City of Irwindale to utilize per IMC 3.44.080(f).


Asset Forfeiture funds may be used to increase or supplement the resources of the receiving agency. The police CSO program and the community will directly benefit from this purchase and the funds used directly increase our law enforcement budget. There is no reduction of other services to accommodate this purchase.

Fiscal Impact:

There will be no fiscal impact to the General Fund, as the City of Irwindale will use Asset Forfeiture funds to purchase the vehicle. A budget transfer of \$30,812 will be made from asset forfeiture funds already appropriated within the accounts to the asset forfeiture vehicle account. Sufficient funds exist for the purchase of the vehicle quoted at \$30,811.10. The City recently received additional Asset Forfeiture Funds which will be presented to the Council for appropriation at the next regularly scheduled meeting, and will be used for outfitting the new vehicle with safety lighting equipment, radio, computer, and public safety supplies.

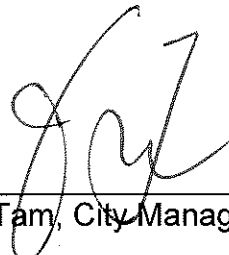
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Ty Henshaw, Chief of Police

Phone: (626) 430-2234



William Tam, City Manager

Attachment(s): Resolution 2019-33-3117
National Auto Fleet Group quote dated July 3, 2019

RESOLUTION NO. 2019-33-3117

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS
OF \$30,812 WITHIN THE ASSET FORFEITURE ACCOUNTS FOR THE
PURCHASE AND OUTFITTING OF ONE POLICE COMMUNITY
SERVICE VEHICLE,**

WHEREAS, properly functioning police vehicles are vital to providing basic community crime prevention to the citizens of Irwindale and currently the police department is in need of purchasing one (1) police community service vehicle to ensure uninterrupted community safety services to the citizens of Irwindale; and

WHEREAS, police community service cars are used in a variety of circumstances. Most importantly they are used to provide various services throughout our community. Some examples would include the use of the vehicle for park patrols, parking enforcement, traffic control, responding to minor calls for service and other community events and functions, and a budget transfer within Asset Forfeiture will be used to purchase the vehicle; and

WHEREAS, Section 3.44.080(F) of the Irwindale Municipal Code provides for waiving of the formal bidding process when a purchase is beneficial to the interest of the City and is from a supplier who has been awarded a specific item in a contract resulting from a formal competitive bid process by another governmental agency within the State of California; and

WHEREAS, National Auto Fleet Group was awarded the government fleet contract through Sourcewell (formally National Joint Powers Alliance (NJPA)) based off a formal bid procedure in January 2017. This is a multi-year contract expiring in 2021.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

SECTION 1. Approval of a budget transfer within asset forfeiture accounts in the amount of \$30,812 for the purchase of (1) one police community service vehicle.

SECTION 2. That it would be in the best interest of the City to forego with bidding, utilizing the government purchase order established by the Sourcewell contract thus waiving the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(F).

SECTION 3. That the issuance of a purchase order for the purchase of (1) one police community service vehicle is authorized.

SECTION 4. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 24th day of July, 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto,
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-33-3117 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 24th day of July, 2019, by the following vote:

Councilmembers:

NOES: Councilmembers: None

ABSTAIN: Councilmembers: None

ABSENT: Councilmembers: None

Laura Nieto
Chief Deputy City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

July 3, 2019

Chief. Ty Henshaw
Irwindale Police Department
5050 N Irwindale Blvd
Irwindale, Ca 91706

Delivery Via Email

Dear Chief Henshaw,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Irwindale, new/unused 2019 Chevrolet Colorado Crew Cab Pick Up 4X2 Pkg responding to your requirement with the attached specifications for \$ 28,130.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF

| | |
|----------------|-----------|
| Selling Price | 28,130.00 |
| Sales tax 9.5% | 2,672.35 |
| Tire Tax | 8.75 |
| Total | 30,811.10 |

Delivery 60-90 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F
Buzzard5150@gmail.com



FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 HOUR LLC, National Auto Fleet Group

Authorized Signatory's Title FLEET MANAGER


VENDOR AUTHORIZED SIGNATURE

Jesse Colette
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Prepared By:

Kevin Buzzard

Wonries Fleet Group / National Auto Fleet
Group

400 S Atlantic Blvd

Alhambra , California, 91802

Phone: (626) 457-5590

Fax: (626) 457-5593

Email: Buzzard5150@Gmail.com

2019 Chevrolet Colorado

12T43 4x2 Crew Cab 6' box 140.5" WB 36" CA WT



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Prepared By:
 Kevin Buzzard
 Wonries Fleet Group / National Auto Fleet
 Group
 400 S Atlantic Blvd
 Alhambra , California, 91802

2019 Chevrolet Colorado

• VEHICLE REPORT

2019 Chevrolet Colorado 12T43 4x2 Crew Cab 6' box 140.5" WB 36" CA WT

SELECTED MODEL

| Code | Description |
|-------|---|
| 12T43 | 2019 Chevrolet Colorado 4x2 Crew Cab 6' box 140.5" WB 36" CA WT |

SELECTED VEHICLE COLORS

| Code | Description |
|------|---|
| - | Interior: JET BLACK/DARK ASH, VINYL SEAT TRIM |
| - | Exterior 1: BLACK |
| - | Exterior 2: No color has been selected. |

SELECTED OPTIONS

| Code | Description | Class |
|---------------------------|---|-------|
| PACKAGES | | |
| 2WT | Preferred Equipment Group 2WT | OPT |
| EMISSIONS | | |
| YF5 | California State Emissions Requirements | OPT |
| POWERTRAIN | | |
| LGZ | Engine: 3.6L DI DOHC V6 VVT | STD |
| M5T | Transmission: 8-Speed Automatic | STD |
| G80 | Automatic Locking Rear Differential | OPT |
| GU6 | 3.42 Rear Axle Ratio | STD |
| CHN | GVWR: 5,800 lbs (2,631 kgs) | STD |
| WHEELS & TIRES | | |
| QJJ | Tires: P265/70R16 AS BW | STD |
| RS2 | Wheels: 16" x 7" Ultra Silver Metallic Steel (40.6 cm x 17.8 cm). | STD |

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Second Reading of Ordinance No. 737

City Manager's Recommendation:

Adopt on second reading Ordinance No. 737 amending the Irwindale Municipal Code, Title 12 Streets, Sidewalks and Public Places to include Chapter 12.12 Wireless Telecommunications Facilities in the Public Right-of-Way, reading by title only and waiving further reading thereof.

Background and Analysis:

At its meeting of June 26, 2019, the City Council introduced the above ordinance for first reading. It would be in order to adopt the ordinance on second reading.

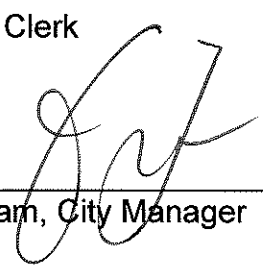
Fiscal Impact:

Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact:  (Initial of Legal Counsel) None

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202



William Tam, City Manager

Attachment:
Ordinance No. 737

ORDINANCE NO. 737

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADDING CHAPTER 12.12 OF THE IRWINDALE MUNICIPAL CODE

A. The City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

B. Significant changes in Federal and State law that affect local authority over wireless communications facilities ("WCFs") have occurred, including but not limited to the following:

- i. On November 18, 2009, the Federal Communications Commission ("FCC") adopted a declaratory ruling (the "2009 Shot Clock"), which established presumptively reasonable timeframes for State and local governments to act on applications for WCFs.
- ii. On February 22, 2012, Congress adopted Section 6409(a) of the Middle Class Tax Relief and Job Creation Act ("Section 6409(a)"), which mandated that State and local governments approve certain modifications and collocations to existing WCFs, known as eligible facilities requests.
- iii. On October 17, 2014, the FCC adopted a report and order that, among other things, implemented new limitations on how State and local governments review applications covered by Section 6409(a), established an automatic approval for such applications when the local reviewing authority fails to act within 60 days, and also further restricted generally applicable procedural rules under the 2009 Shot Clock.
- iv. On October 9, 2015, California adopted Assembly Bill No. 57 (Quirk), which deemed approved any WCF applications when the local reviewing authority fails to act within the 2009 Shot Clock timeframes.
- v. On August 2, 2018, the FCC adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a).
- vi. On September 26, 2018, the FCC adopted a declaratory ruling and report and order that, among other things, creates a new regulatory classification for small wireless facilities ("SWFs"), requires State and local governments to process applications for small wireless facilities within 60 days or 90 days, establishes a national standard for an effective prohibition and provides that a failure to act within the

applicable timeframe presumptively constitutes an effective prohibition.

C. In addition to the changes described above, new Federal laws and regulations that drastically alter local authority over WCFs are currently pending, including without limitation, the following:

- i. On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment.
- ii. On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the "STREAMLINE Small Cell Deployment Act" (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the 2009 Shot Clock timeframes, require all proceedings to occur within the 2009 Shot Clock timeframes, and provide a "deemed granted" remedy for failure to act within the applicable 2009 Shot Clock.

D. Given the rapid and significant changes in Federal and State law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with Federal and State law, the City Council desires to amend Chapter 12.12 of the Irwindale Municipal Code, entitled "Chapter 12.12.000 - WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" (the "Ordinance") to allow greater flexibility and responsiveness to the new Federal and State laws while still preserving the City's traditional authority to the maximum extent practicable.

E. On June 26, 2019, the City Council held a duly noticed public hearing on the Amendment, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. The Ordinance is consistent with the City's General Plan, Irwindale Municipal Code, Irwindale Zoning Code and applicable Federal and State law.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. The Ordinance is further exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)). Installations, if any, would be exempt from CEQA review in accordance with either State CEQA Guidelines Section 15302 (replacement or reconstruction), State CEQA Guidelines Section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines Section 15304 (minor alterations to land).

SECTION 5. The Ordinance is hereby adopted by the addition of a new Chapter 12.12, "WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" in Title 12 of the Irwindale Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 6. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 7. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

SECTION 8. This ordinance shall be in effective on the thirtieth (30th) day after the day of its adoption.

SECTION 9. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Irwindale.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2019.

Albert F. Ambriz, MAYOR

ATTEST:

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 737 was duly introduced at a regular City Council meeting held on the 26th day of June 2019, and adopted at a regular meeting of the City Council held on the ____ day of July 2019, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 737, adopted by the City Council of the City of Irwindale at its regular meeting held July ____, 2019 to be posted at the City Hall, Library, and Post Office on July ____, 2019.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated:

Exhibit A

CHAPTER 12.12 - WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

12.12.010 - PURPOSE.

The purpose and intent of this chapter is to provide a uniform and comprehensive set of regulations and standards for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the city's public right-of-way. These regulations are intended to prescribe clear and reasonable criteria to assess and process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. This chapter provides standards necessary (1) for the preservation of the public right-of-way ("PROW") in the city for the maximum benefit and use of the public, (2) to promote and protect public health and safety, community welfare, visual resources and the aesthetic quality of the city consistent with the goals, objectives and policies of the general plan, and (3) to provide for the orderly, managed and efficient development of wireless telecommunications facilities in accordance with the state and federal laws, rules and regulations, including those regulations of the Federal Communications Commission ("FCC") and California Public Utilities Commission ("CPUC"), and (4) to ensure that the use and enjoyment of the PROW is not inconvenienced by the use of the PROW for the placement of wireless facilities. The city recognizes the importance of wireless facilities to provide high-quality communications service to the residents and businesses within the city, and the city also recognizes its obligation to comply with applicable Federal and State laws. This chapter shall be constructed and applied in consistency with the provisions of state and federal laws, and the rules and regulations of FCC and CPUC. In the event of any inconsistency between any such laws, rules and regulations and this chapter, the laws, rules and regulations shall control.

12.12.020 - DEFINITIONS.

"Accessory equipment" means any and all on-site equipment, including, without limitation, back-up generators and power supply units, cabinets, coaxial and fiber optic cables, connections, equipment buildings, shelters, radio transceivers, transmitters, pedestals, splice boxes, fencing and shielding, surface location markers, meters, regular power supply units, fans, air conditioning units, cables and wiring, to which an antenna is attached in order to facilitate the provision of wireless telecommunication services.

"Antenna" means that specific device for transmitting and/or receiving radio frequency or other signals for purposes of wireless telecommunications services. "Antenna" is specific to the antenna portion of a wireless telecommunications facility.

"Antenna array" shall mean two or more antennas having active elements extending in one or more directions, and directional antennas mounted upon and rotated through a vertical mast or tower interconnecting the beam and antenna support, all of which elements are deemed to be part of the antenna.

"Base station" shall have the meaning as set forth in Title 47 Code of Federal Regulations (C.F.R.) Section 1.6100(b)(1), or any successor provision. This means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network (regardless of the technological configuration, and encompassing DAS and small cells). "Base station" does not encompass a tower or any equipment associated with a tower. Base station includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cells).
3. Any structure other than a tower that, at the time the relevant application is filed with the city under this chapter, supports or houses equipment described in paragraphs 1 and 2 of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.
4. "Base station" does not include any structure that, at the time the relevant application is filed under this chapter, does not support or house equipment described in paragraphs 1 and 2 of this definition. Other structures that do not host wireless telecommunications facilities are not "base stations."

As an illustration and not a limitation, the FCC's definition of "base station" refers to any structure that actually supports wireless equipment even though it was not originally intended for that purpose. Examples include, but are not limited to, wireless facilities mounted on buildings, utility poles, light standards or traffic signals. A structure without wireless equipment replaced with a new structure designed to bear the additional weight from wireless equipment constitutes a base station.

"Cellular" means an analog or digital wireless telecommunications technology that is based on a system of interconnected neighboring cell sites.

"City" means the City of Irwindale.

"City Engineer" means the City Engineer, or his or her designee.

"Code" means the Irwindale Municipal Code.

"Collocation" bears the following meanings:

1. For the purposes of any eligible facilities request, the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(2), as may be amended, which defines that term as "[t]he mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes." As an illustration and not a limitation, the FCC's definition means to add transmission equipment to an existing facility and does not necessarily refer to two or more different facility operators in the same location; and
2. For all other purposes, the same as defined in 47 CFR 1.6002(g)(1) and (2), as may be amended, which defines that term as (1) Mounting or installing an antenna facility on a pre-existing structure, and/or (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

“Collocation facility” means the eligible support structure on, or immediately adjacent to, which a collocation is proposed, or a wireless telecommunications facility that includes collocation facilities. (See, Gov. Code, § 65850.6(d).)

“COW” means a “cell on wheels,” which is a portable, self-contained wireless telecommunications facility that can be moved to a location and set up to provide wireless telecommunication services, which facility is temporarily rolled in, or temporarily installed, at a location. Under this chapter, the maximum time a facility can be installed to be considered a COW is five (5) days. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.

“Distributed antenna system” or “DAS” means a network of spatially separated antennas (nodes) connected to a common source (a hub) via a transport medium (often fiber optics) that provide wireless telecommunications service within a specific geographic area or building. DAS includes the transport medium, the hub, and any other equipment to which the DAS network or its antennas or nodes are connected to provide wireless telecommunication services.

“Eligible facilities request” means any request for modification to an existing eligible support structure that does not substantially change the physical dimensions of such structure, involving:

1. Collocation of new transmission equipment;
2. Removal of transmission equipment;
3. Replacement of transmission equipment (replacement does not include completely replacing the underlying support structure); or
4. Hardening through structural enhancement where such hardening is necessary to accomplish the eligible facilities request, but does not include replacement of the underlying support structure.

“Eligible facilities request” does not include modifications or replacements when an eligible support structure was constructed or deployed without proper local review, was not required to undergo local review, or involves equipment that was not properly approved. “Eligible facilities request” does include collocation facilities satisfying all the requirements for a non-discretionary collocation facility pursuant to Government Code Section 65850.6.

“Eligible support structure” means any support structure located in the PROW that is existing at the time the relevant application is filed with the city under this chapter.

“Existing” means a support structure, wireless telecommunications facility, or accessory equipment that has been reviewed and approved under the city’s applicable zoning or siting process, or under another applicable state or local regulatory review process, and lawfully constructed prior to the time the relevant application is filed under this chapter. However, a support structure, wireless telecommunications facility, or accessory equipment that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is “existing” for purposes of this chapter. “Existing” does not apply to any structure that (1) was illegally constructed without all proper local agency approvals, or (2) was constructed in noncompliance with such approvals. “Existing” does not apply where an existing support structure is proposed to be replaced in furtherance of the proposed wireless telecommunications facility.

“Facility(ies)” means wireless telecommunications facility(ies).

“FCC” means the Federal Communications Commission.

“Ground-mounted” means mounted to a pole, tower or other freestanding structure which is specifically constructed for the purpose of supporting an antenna or wireless telecommunications facility and placed directly on the ground at grade level.

“Lattice tower” means an open framework structure used to support one or more antennas, typically with three or four support legs.

“Located within (or in) the public right-of-way” includes any facility which in whole or in part, itself or as part of another structure, rests upon, in, over or under the PROW.

“Modification” means a change to an existing wireless telecommunications facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, or exterior material. “Modification” does not include repair, replacement or maintenance if those actions do not involve whatsoever any expansion, alteration, enlargement, intensification, reduction, or augmentation of an existing wireless telecommunications facility.

“Monopole” means a structure composed of a pole or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm and similar monopoles camouflaged to resemble faux trees or other faux objects attached on a monopole (e.g. water tower).

“Mounted” means attached or supported.

“OTARD antennas” means antennas covered by the “over-the-air reception devices” rule in 47 C.F.R. sections 1.4000 et seq. as may be amended or replaced from time to time.

“Permittee” means any person or entity granted a WTFP pursuant to this chapter.

“Personal wireless services” shall have the same meaning as set forth in 47 United States Code Section 332(c)(7)(C)(i).

“Planning director” means the director of planning, or his or her designee.

“Pole” means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by provisions of this code.

“Public right-of-way” or “PROW” means a strip of land acquired by reservation, dedication, prescription, condemnation, or easement that allows for the passage of people and goods. The PROW includes, but is not necessarily limited to, streets, curbs, gutters, sidewalks, roadway medians, and parking strips. The PROW does not include lands owned, controlled or operated by the city for uses unrelated to streets or the passage of people and goods, such as, without limitation, parks, city hall and community center lands, city yards, and lands supporting reservoirs, water towers, police or fire facilities and non-publicly accessible utilities.

“Replacement” refers only to replacement of transmission equipment, wireless telecommunications facilities or eligible support structures where the replacement structure will be of like-for-like kind to

resemble the appearance and dimensions of the structure or equipment replaced, including size, height, color, landscaping, materials and style. I

1. In the context of determining whether an application qualifies as an eligible facilities request, the term “replacement” relates only to the replacement of transmission equipment and does not include replacing the support structure on which the equipment is located.
2. In the context of determining whether a SWF application qualifies as being placed upon a new eligible support structure or qualifies as a collocation, an application proposing the “replacement” of the underlying support structure qualifies as a new pole proposal.

“RF” means radio frequency.

“Small cell” means a low-powered antenna (node) that has a range of 10 meters to two kilometers. The nodes of a “small cell” may or may not be connected by fiber. “Small,” for purposes of “small cell,” refers to the area covered, not the size of the facility. “Small cell” includes, but is not limited to, devices generally known as microcells, picocells and femtocells.

“Small cell network” means a network of small cells.

“Spectrum Act” means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. §1455(a).

“Substantial change” has the same meaning as “substantial change” as defined by the FCC at 47 C.F.R. 1.6100(b)(7). Notwithstanding the definition above, if an existing pole-mounted cabinet is proposed to be replaced with an underground cabinet at a facility where there are no pre-existing ground cabinets associated with the structure, such modification may be deemed a non-substantial change, in the discretion of the City Engineer and based upon his/her reasonable consideration of the cabinet’s proximity to residential view sheds, interference to public views and/or degradation of concealment elements. If undergrounding the cabinet is technologically infeasible such that it is materially inhibitive to the project, the City Engineer may allow for a ground mounted cabinet. A modification or collocation results is a “substantial change” to the physical dimensions of an eligible support structure if it does any of the following:

1. It increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
2. It involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
3. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets. However, for towers and base stations located in the public rights-of-way, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

4. It entails any excavation or deployment outside the current site. For purposes of this Subsection, excavation outside the current site occurs where excavation more than twelve feet from the eligible support structure is proposed;
5. It defeats the concealment or stealthing elements of the eligible support structure; or
6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 4 of this definition.
7. For all proposed collocations and modifications, a substantial change occurs when:
 - a. The proposed collocation or modification involves more than the standard number of new equipment cabinets for the technology involved, but not to exceed four equipment cabinets;
 - a. The proposed collocation or modification would defeat the concealment elements of the support structure; or
 - b. The proposed collocation or modification violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval that is inconsistent with the thresholds for a substantial change described in this Section.

The thresholds and conditions for a “substantial change” described in this Section are disjunctive such that the violation of any individual threshold or condition results in a substantial change. The height and width thresholds for a substantial change described in this Section are cumulative for each individual support structure. The cumulative limit is measured from the physical dimensions of the original structure for base stations, and for all other facilities sites in the PROW from the smallest physical dimensions that existed on or after February 22, 2012, inclusive of originally approved-appurtenances and any modifications that were approved prior to that date.

“Support structure” means a tower, pole, base station or other structure used to support a wireless telecommunications facility.

“SWF” means a “small wireless facility” as defined by the FCC in 47 C.F.R. 1.6002(l) as may be amended, which are personal wireless services facilities that meet all the following conditions that, solely for convenience, have been set forth below:

1. The facilities:
 - a. Is mounted on an existing or proposed structure 50 feet or less in height, including antennas, as defined in Title 47 C.F.R. Section 1.1320(d); or
 - c. Is mounted on an existing or proposed structure no more than 10 percent taller than other adjacent structures, or

- d. Does not extend an existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
2. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three cubic feet in volume;
3. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
4. The facility does not require antenna structure registration under 47 C.F.R. Part 17;
5. The facility is not located on Tribal lands, as defined under Title 36 C.F.R. Section 800.16(x); and
6. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Title 47 C.F.R. Section 1.1307(b).

“SWF Regulations” means those regulations adopted by the city council (‘City of Irwindale Small Wireless Facility Policy’) implementing the provisions of this chapter applicable to SWFs and further regulations and standards applicable to SWFs.

“Telecommunications tower” or “tower” bears the meaning ascribed to wireless towers by the FCC in 47 C.F.R. § 1.6100(b)(9), including without limitation a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure designed and built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

“Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Utility pole” means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission. A telecommunications tower is not a utility pole.

“Wireless telecommunications facility” means equipment and network components such as antennas, accessory equipment, support structures, and emergency power systems that are integral to providing wireless telecommunications services. Exceptions: The term “wireless telecommunications facility” does not apply to the following:

1. Government-owned and operated telecommunications facilities.

2. Emergency medical care provider-owned and operated telecommunications facilities.
3. Mobile services providing public information coverage of news events of a temporary nature.
4. Any wireless telecommunications facilities exempted from this code by federal law or state law.

“Wireless telecommunications services” means the provision of services using a wireless telecommunications facility or a collocation facility, and shall include, but not limited to, the following services: personal wireless services as defined in the federal Telecommunications Act of 1996 at 47 U.S.C. § 332(c)(7)(C) or its successor statute, cellular service, personal communication service, and/or data radio telecommunications.

“WTFP” means a “wireless telecommunications facility permit” required by this chapter, which may be categorized as either a Major WTFP or an Administrative WTFP.

12.12.030 - APPLICABILITY.

- A. This chapter applies to the siting, construction or modification of any and all wireless telecommunications facilities proposed to be located in the public right-of-way as follows:
- B. Pre-existing Facilities in the ROW. Nothing in this chapter shall validate any existing illegal or unpermitted wireless facilities. All existing wireless facilities shall comply with and receive a wireless encroachment permit, when applicable, to be considered legal and conforming.
- C. This chapter does not apply to the following:
 1. Amateur radio facilities;
 2. OTARD antennas;
 3. Facilities owned and operated by the city for its use or for public safety purposes;
 4. Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement, excepting that to the extent such the terms of state or federal law, or franchise agreement, are preemptive of the terms of this chapter, then the terms of this chapter shall be severable to the extent of such preemption and all remaining regulations shall remain in full force and effect.
 5. Installation of a COW or a similar structure for a temporary period in connection with an emergency or event at the discretion of the City Engineer, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.
- D. Public use. Except as otherwise provided by state or federal law, any use of the PROW authorized pursuant to this chapter will be subordinate to the city’s use and use by the public.

12.12.040 - WIRELESS TELECOMMUNICATIONS FACILITY PERMIT REQUIREMENTS.

A. Administration. Unless a matter is referred to the City Planner as provided below, the City Engineer is responsible for administering this chapter. As part of the administration of this chapter, the City Engineer may:

1. Interpret the provisions of this chapter;
2. Develop and implement standards governing the placement and modification of wireless telecommunications facilities consistent with the requirements of this chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless facilities;
3. Develop and implement acceptable design, location and development standards for wireless telecommunications facilities in the PROW, taking into account the zoning districts bounding the PROW;
4. Develop forms and procedures for submission of applications for placement or modification of wireless facilities, and proposed changes to any support structure consistent with this chapter;
5. Collect, as a condition of the completeness of any application, any fee established by this chapter;
6. Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations;
7. Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;
8. Require, as part of, and as a condition of completeness of any application, that an applicant for a wireless encroachment permit send notice to members of the public that may be affected by the placement or modification of the wireless facility and proposed changes to any support structure;
9. Subject to appeal as provided herein, determine whether to approve, approve subject to conditions, or deny an application; and
10. Take such other steps as may be required to timely act upon applications for placement of wireless telecommunications facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

B. Administrative Wireless Telecommunications Facilities Permits (“Administrative WTFP”).

1. An Administrative WTFP, subject to the City Engineer’s approval, may be issued for wireless telecommunications facilities, collocations, modifications or replacements to an eligible support structure that meet the following criteria:

- a. The proposal is determined to be for a SWF; or
 - b. The proposal is determined to be an eligible facilities request; or
 - c. Both.
 2. In the event that the City Engineer determines that any application submitted for an Administrative WTFP does not meet the administrative permit criteria of this chapter, the City Engineer shall convert the application to a Major WTFP and refer it to the City Planner for planning commission hearing.
 3. Except in the case of an eligible facilities request, the City Engineer may refer, in his/her discretion, any application for an Administrative WTFP to the planning director, who shall have discretion to further refer the application to planning commission for hearing. If the City Planner determines not to present the Administrative WTFP application to the planning commission for hearing, the application shall be relegated back to the City Engineer for processing. This exercise of discretion shall not apply to an eligible facilities request.
- C. Major Wireless Telecommunications Facilities Permit ("Major WTFP"). All other new wireless telecommunications facilities or replacements, collocations, or modifications to a wireless telecommunications facility that are *not* qualified for an Administrative WTFP shall require a Major WTFP subject to planning commission hearing and approval unless otherwise provided for in this chapter.
- D. Special Provisions for SWFs; SWF Regulations. Notwithstanding any other provision of this chapter as provided herein, all SWFs are subject to a permit as specified in the SWF Regulations, which is adopted and may be amended by city council resolution. All SWFs, shall comply with the SWF Regulations, as they may be amended from time to time.
1. The SWF Regulations are intended to be constructed in consistency with, and addition to, the terms and provisions of this chapter. To the extent general provisions of this chapter are lawfully applicable to SWFs, such terms shall apply unless in contradiction to more specific terms set forth in the SWF Regulations, in which case the more specific terms of the SWF Regulations shall control.
- E. Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, or state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies. Building and encroachment permits, and all city standards and requirements therefor, are applicable.
- F. Eligible Applicants. Only applicants who have been granted the right to enter the PROW pursuant to state or federal law, or who have entered into a franchise agreement with the city permitting them to use the PROW, shall be eligible for a WTFP pursuant to this chapter.

12.12.050 - APPLICATION FOR WIRELESS TELECOMMUNICATIONS FACILITY PERMITS.

- A. Generally. Unless the SWF Regulations specifically provide otherwise, the applicant shall submit a paper copy and an electronic copy of any application, amendments, or supplements to a WTFP application, or responses to requests for information regarding an WTFP, in accordance with the provisions of this section. SWF applications shall be governed by any additional terms set forth in the SWF Regulations, and in the event of an inconsistency between the provisions of this Section and the terms of the SWF Regulations, the Regulations shall control.
1. All applications for WTFPs shall be initially submitted to the City Engineer. In addition to the information required of an applicant for an encroachment permit or any other permit required by this code, each applicant shall fully and completely submit to the city a written application on a form prepared by the City Engineer and published on the city's website.
 2. Application Submittal Appointment. All WTFP applications must be submitted to the City Engineer at a pre-scheduled application submission appointment. City staff will endeavor to provide applicants with an appointment within five business days after receipt of a written request. A WTFP application will only be reviewed upon submission of a complete application therefor.
 3. If the wireless telecommunications facility will also require the installation of fiber, cable or coaxial cable, such cable installations shall be included within the application form and processed in conjunction with the proposal for vertical support structure(s). Applicants shall simultaneously request fiber installation or other cable installation when seeking to install antennas in the PROW. Standalone applications for the installation of fiber, cable or coaxial cable, or accessory equipment designed to serve an antenna must include all features of the wireless telecommunications facility proposed.
- B. Application Contents—Administrative WTFPs. The content of the application form for facilities subject to an Administrative WTFP shall be determined by the City Engineer, but at a minimum shall include the following:
1. The name of the applicant, its telephone number and contact information, and if the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider that will be using the wireless facility.
 2. The name of the owner of the structure, if different from the applicant, and a signed and notarized owner's authorization for use of the structure.
 3. A complete description of the proposed wireless telecommunications facility and any and all work that will be required to install or modify it, including, but not limited to, detail regarding proposed excavations, if any; detailed site plans showing the location of the wireless telecommunications facility, and dimensioned drawings with specifications for each element of the wireless facility, clearly describing the site and all structures and facilities at the site before and after installation or modification; and

a dimensioned map identifying and describing the distance to the nearest residential dwelling unit and any historical structure within 500 feet of the facility. Before and after 360 degree photo simulations must be provided.

4. Documentation sufficient to show that the proposed facility will comply with generally-applicable health and safety provisions of the Municipal Code and the FCC's radio frequency emissions standards.
 5. A copy of the lease or other agreement, if any, between the applicant and the owner of the property to which the proposed facility will be attached.
 6. If the application is for a SWF, the application shall state as such and shall explain why the proposed facility meets the definition of a SWF.
 7. If the application is for an eligible facilities request, the application shall state as such and must contain information sufficient to show that the application qualifies as an eligible facilities request, which information must demonstrate that the eligible support structure was not constructed or deployed without proper local review, was not required to undergo local review, or involves equipment that was not properly approved. This shall include copies of all applicable local permits in-effect and as-built drawings of the current site. Before and after 360 degree photo simulations must be provided, as well as documentation sufficient to show that the proposed facility will comply with generally-applicable health and safety provisions of the Municipal Code and the FCC's radio frequency emissions standards.
 8. For SWFs, the application must contain all additional application information, if any, required by the SWF Regulations.
 9. The Administrative WTFP applicant shall submit a mailing list and envelopes, stamped and addressed, for all properties and record owners of properties within five feet of the project location. Insufficient postage and/or illegible addressing shall be a basis to deem the application incomplete.
 10. If the applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the application must provide all information on which the applicant relies on in support of that claim. Applicants are not permitted to supplement this showing if doing so would prevent the City from complying with any deadline for action on an application.
- C. Application Contents—Major WTFPs. The City Engineer shall develop an application form and make it available to applicants upon request and post the application form on the city's website. The application form for a Major WTFP shall require the following information, in addition to all other information determined necessary by the City Engineer:
1. The name, address and telephone number of the applicant, owner and the operator of the proposed wireless telecommunication facility.

2. If the applicant does not, or will not, own the support structure, the applicant shall provide a duly-executed letter of authorization from the owner of the structure. If the owner of the support structure is the applicant, but such owner/applicant will not directly provide wireless telecommunications services, the owner/applicant shall provide a duly-executed letter of authorization from the person(s) or entity(ies) that will provide those services.
3. A full written description of the proposed wireless telecommunications facility and its purpose.
4. Detailed engineering plans of the proposed wireless telecommunications facility and related report prepared by a professional engineer registered in the state documenting the following:
 - a. Height/elevation, diameter, layout and design of the facility, including technical engineering specifications, economic and other pertinent factors governing selection of the proposed design, together with evidence that demonstrates that the proposed facility has been designed to be the least intrusive equipment within the particular technology available to the carrier for deployment.
 - b. A photograph and model name and number of each piece of the facility or proposed antenna array and accessory equipment included.
 - c. Power output and operating frequency for the proposed antenna array (including any antennas existing as of the date of the application serving the carrier identified in the application).
 - d. Total anticipated capacity of the wireless telecommunications facility for the subject carrier, indicating the number and types of antennas and power and frequency ranges, which can be accommodated.
 - e. Sufficient evidence of the structural integrity of the support structure as required by the city.
5. A written description identifying the geographic service area to be served by the proposed WTFP, plus geographic or propagation maps showing applicant's service area objectives.
6. A justification study which includes the rationale for selecting the proposed wireless telecommunication facility design, support structure and location. A detailed explanation of the applicant's coverage objectives that the proposal would serve, and how the proposed use is the least intrusive means for the applicant to cover such objectives. This shall include:
 - a. A meaningful comparative analysis that includes the factual reasons why the proposed location and design deviates is the least noncompliant or intrusive location and design necessary to reasonably achieve the applicant's reasonable

objectives of covering an established significant gap (as established under state and federal law).

- b. Said study shall include all eligible support structures and/or alternative sites evaluated for the proposed WTFP, and why said alternatives are not reasonably available, technically feasible options that most closely conform to the local values. The alternative site analysis must include the consideration of at least two eligible support structures; or, if no eligible support facilities are analyzed as alternatives, why no eligible support facilities are reasonably available or technically feasible.
 - c. If a portion of the proposed facility lies within a jurisdiction other than the city's jurisdiction, the applicant must demonstrate that alternative options for locating the project fully within one jurisdiction or the other is not a viable option. Applicant must demonstrate that it has obtained all approvals from the adjacent jurisdiction for the installation of the extra-jurisdictional portion of the project.
7. Site plan(s) to scale, specifying and depicting the exact proposed location of the proposed wireless telecommunications facility, location of accessory equipment in relation to the support structure, access or utility easements, existing utilities, adjacent land uses, and showing compliance with all design and safety requirements set forth in this chapter.
8. A completed environmental assessment application, or in the alternative any and all documentation identifying the proposed WTFP as exempt from environmental review (under the California Environmental Quality Act, Public Resources Code 21000–21189, the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, or related environmental laws). Notwithstanding any determination of environmental exemption issued by another governmental entity, the city reserves its right to exercise its rights as a responsible agency to review *de novo* the environmental impacts of any WTFP application.
9. An accurate visual impact analysis showing the maximum silhouette, view-shed analysis, color and finish palette and proposed screening for the wireless telecommunications facility, including scaled photo simulations from at least three different angles.
10. Completion of the radio frequency (RF) emissions exposure guidelines checklist contained in Appendix A to the FCC's "Local Government Official's Guide to Transmitting Antenna RF Emission Safety" to determine whether the facility will be "categorically excluded" as that term is used by the FCC.
11. For a facility that is not categorically excluded under the FCC regulations for RF emissions, the applicant shall submit an RF exposure compliance report prepared and certified by an RF engineer acceptable to the city that certifies that the proposed facility, as well as any facilities that contribute to the cumulative exposure in the subject area, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts effective

radio power “ERP”) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

12. Copies of any documents that the applicant is required to file pursuant to Federal Aviation Administration regulations for the proposed wireless telecommunications facility.
 13. A noise study prepared by a qualified acoustic engineer documenting that the level of noise to be emitted by the proposed wireless telecommunications facility will comply with this code, including Chapter 9.28 (Noise) of this code.
 14. A traffic control plan when the proposed installation is on any street in a non-residential zone. The city shall have the discretion to require a traffic control plan when the applicant seeks to use large equipment (e.g. crane).
 15. A scaled conceptual landscape plan showing existing trees and vegetation and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the wireless telecommunication facility.
 16. Certification that applicant is a telephone corporation or a statement providing the basis for its claimed right to enter the right-of-way. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.
 17. Evidence that the proposed wireless facility qualifies as a “personal wireless services facility” as defined in United States Code, Title 47, Section 332(c)(7)(C)(ii).
 18. Address labels for use by the city in noticing all property owners within 500 feet of the proposed wireless telecommunication facility and, if applicable, all public hearing information required by the municipal code for public noticing requirements.
 19. Any other information and/or studies reasonably determined to be necessary by the City Engineer or City Planner may be required.
- D. Fees and Deposits Submitted with Application(s). For all WTFPs, an encroachment permit application fee(s) and deposit shall be required to be submitted with any application, as established by city council resolution and in accordance with California Government Code Section 50030. Notwithstanding the foregoing, no application fee shall be refundable, in whole or in part, to an applicant for a WTFP unless paid as a refundable deposit.
- E. Independent Expert. The City Engineer and/or City Planner, as applicable, is authorized to retain on behalf of the city one or more independent, qualified consultant(s) to review any WTFP application. The review is intended to be a review of technical aspects of the proposed

wireless telecommunications facility and shall include, but not limited to, application completeness or accuracy, structural engineering analysis, or compliance with FCC radio frequency emissions standards.

- F. **Costs.** Reasonable costs of city staff, consultant and attorney time (including that of the city attorney) pertaining to the review, processing, noticing and hearing procedures directly attributable to a WTFP shall be reimbursable to the City. To this end, the City Engineer and/or City Planner, as applicable, may require applicants to enter a trust/deposit reimbursement agreement, in a form approved by the city attorney, or other established trust/deposit accounting mechanism for purposes of obtaining an applicant deposit from which the direct costs of City processing of an application may be drawn-down.
- G. **Effect of State or Federal Law on Application Process.** In the event a state or federal law prohibits the collection of any information or application conditions required by this Section, the City Engineer is authorized to omit, modify or add to that request from the city's application form in consultation with the city attorney. Requests for waivers from any application requirement of this Section shall be made in writing to the City Engineer or his or her designee. The City Engineer may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the city will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the WTFP sought. All waivers approved pursuant to this Subsection shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored to minimize deviation from the requirements of the municipal code.
- H. **Applications Deemed Withdrawn.** To promote efficient review and timely decisions, any application governed under this chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the city on any application within thirty (30) calendar days after the application is deemed incomplete in a written notice to the applicant. The City Engineer or City Planner (as applicable) may, in his/her discretion, grant a written extension for up to an additional thirty (30) calendar days when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension.
- I. **Waiver of Applications Superseded by Submission of New Project.** If an applicant submits a WTFP application, but substantially revises the proposed facility during the application process prior to any city hearing or decision on such application, the substantially revised application shall be deemed a new application for all processing purposes, including federal shot clocks, and the prior submittals deemed waived and superseded by the substantially revised application. For purposes of this subparagraph, "substantially revised" means that the project as initially-proposed has been alternately proposed for a location 300 feet or more from the original proposal or constitutes a substantial change in the dimensions or equipment that was proposed in the original WTFP application.
- J. **Rejection for Incompleteness.** WTFPs will be processed, and notices of incompleteness provided, in conformity with state, local, and federal law. If such an application is incomplete, it may be rejected by the City Engineer by notifying the applicant in writing and specifying the material omitted from the application.

12.12.060 - REVIEW PROCEDURE.

- A. Generally. Wireless telecommunications facilities shall be installed and modified in a manner that minimizes risks to public safety and utilizes installation of new support structures or equipment cabinets in the PROW only after all existing and replacement structure options have been exhausted, and where feasible, places equipment underground, and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located; ensures that installations are subject to periodic review to minimize the intrusion on the PROW; and ensures that the City bears no risk or liability as a result of the installations, and that such use does not inconvenience the public, interfere with the primary uses of the ROW, or hinder the ability of the City or other government agencies to improve, modify, relocate, abandon, or vacate the PROW or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the PROW.
- B. Collocation Encouraged. Where the facility site is capable of accommodating a collocated facility upon the same site in a manner consistent with the permit conditions for the existing facility, the owner and operator of the existing facility shall allow collocation of third-party facilities, provided the parties can mutually agree upon reasonable terms and conditions.
- C. Findings Required for Approval.
 - 1. Administrative WTFP Applications for SWFs. For WTFP applications proposing a SWF, the City Engineer or City Planner, as the case may be, shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:
 - a. The facility qualifies as a SWF; and
 - b. The facility meets all standards, requirements and further findings as may be specified in the SWF Regulations; and
 - c. The facility is not detrimental to the public health, safety, and welfare; and
 - d. The facility meets applicable requirements and standards of State and Federal law.
 - 2. Administrative WTFP Applications for Eligible Facility Requests. For WTFP applications proposing an eligible facilities request, the City Engineer shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:
 - a. That the application qualifies as an eligible facilities request; and
 - b. That the proposed facility will comply with all generally-applicable laws.
 - 3. Major WTFP Applications. No Major WTFP shall be granted unless all of the following findings are made by the applicable decision-maker:

- a. If applicable, all notices required for the proposed WTFP have been given, including the inclusion, or placement on-site, of photo simulations for the proposed facility.
- b. The proposed wireless telecommunications facility has been designed and located in compliance with all applicable provisions of this chapter.
- c. If applicable, the applicant has demonstrated its inability to locate on an eligible support structure.
- d. The applicant has provided sufficient evidence supporting the applicant's claim that it has the right to enter the public right-of-way pursuant to state or federal law, or the applicant has entered into a franchise agreement with the city permitting them to use the public right-of-way.
- e. The applicant has demonstrated the proposed installation is designed such that the proposed installation represents the least intrusive means possible, supported by factual evidence and a meaningful comparative analysis to show that all alternative locations and designs identified in the application review process were technically infeasible or not reasonably available.

D. Notice; Decisions. The provisions in this Section describe the procedures for the approval process, any required notice and public hearings for a WTFP application.

1. Administrative WTFPs: Notice of a WTFP application for a SWF shall be mailed to owners and occupants of real property surrounding the proposed SWF site in the manner specified in the SWF Regulations. Applications qualifying for eligible facilities requests shall not require notice.
2. Major WTFP Applications. Any Major WTFP application shall require notice and a public hearing. Notice of such hearing shall be provided in accordance with Government Code Section 65091. Public notices shall include color photo simulations from three different angles depicting the wireless telecommunication facility as proposed to be considered by the planning commission. If the application proposes the use of an existing or replacement eligible support structure, such simulations shall be posted upon the proposed support structure for a period of at least thirty (30) days prior to the date of approval; such posted simulations shall remain in-place until final decision on the application is reached.
3. Written Decision Required for All WTFP Determinations. Unless otherwise specified for SWF's in the SWF Regulations, all final decisions made pursuant to this chapter, including those for administratively-processed permits and eligible facilities requests, shall be in writing and based on substantial evidence in the written administrative record. Within five days after any decision to grant, approve, deny or conditionally grant a WTFP application, the City Engineer or City Planner, as applicable, shall provide written notice including the following:

- a. A general explanation of the decision, including the findings required for the decision, if any, and how those findings were supported or not supported by substantial evidence;
- b. A general description of the property involved;
- c. Information about applicable rights to appeal the decision and explanation of how that right may be exercised; and
- d. To be given by first class mail to:
 - (i) The project applicant and property owner,
 - (ii) Any person who submitted written comments concerning the WTFP,
 - (iii) Any person who has filed a written request with the city to receive such notice, and
 - (iv) Any homeowner association on file with the city that has jurisdiction over the WTFP site.
- 4. Once a WTFP is approved, no changes shall be made to the approved plans without review and approval in accordance with this chapter.

E. Appeals.

- 1. Administrative WTFP Appeals. Any person claiming to be adversely affected by an administrative decision pursuant to this chapter may appeal such decision. The appeal will be considered by a hearing officer appointed by the city manager. The hearing officer may decide the issues de novo and whose written decision will be the final decision of the city. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. Because Section 332(c)(7) of the Telecommunications Act preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, appeals of the administrative decision premised on the environmental effects of radio frequency emissions will not be considered.
 - a. Where the administrative decision grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the hearing officer. All appeals must be filed within two (2) business days of the written administrative decision, unless the City Engineer extends the time therefore. An extension may not be granted where extension would result in approval of the application by operation of law.
 - b. Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law. For SWFs, the appeal shall be conducted in accordance with any procedures adopted in the SWF Regulations.

2. Appeals on Major WTFPs shall proceed as provided in accordance with the appeal provisions in Title 17 of the Municipal Code, Section 17.90.130 (Appeals). The appellate authority may hear the appeal de novo.
- F. Notice of Shot Clock Expiration. The city acknowledges there are federal and state shot clocks which may be applicable to a proposed wireless telecommunications facility. That is, federal and state law provide time periods in which the city must approve or deny a proposed wireless telecommunications facility. As such, the applicant is required to provide the city written notice of the expiration of any shot clock, which the applicant shall ensure is received by the city (e.g. overnight mail) no later than 20 days prior to the expiration.

12.12.070 – DESIGN AND DEVELOPMENT STANDARDS.

- A. SWF Design and Development Standards. SWFs are subject to those design and development standards and conditions of approval set forth in the SWF Regulations. The city's grant of a WTFP for a SWF does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.
- B. Eligible Facilities Request Design and Development Standards. Approved eligible facilities requests for which the findings set forth in Section 12.12.060 have been made are subject to the following conditions, unless modified by the approving authority:
1. WTFP subject to conditions of underlying permit. Any WTFP granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit and all such conditions that were applicable to the facility prior to approval of the subject eligible facility request.
 2. No permit term extension. The city's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the city's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall have the same term as the underlying permit or other regulatory approval for the subject tower or base station.
 3. No waiver of standing. The city's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.
- C. Major WTFP Design and Development Standards. All wireless telecommunications facilities subject to a Major WTFP that are located within the PROW shall be designed and maintained as to minimize visual, noise and other impacts on the surrounding community and shall be planned, designed, located, and erected in accordance with the following standards:

1. General Guidelines.
 - a. The applicant shall employ screening, undergrounding and camouflage design techniques in the design and placement of wireless telecommunications facilities in order to ensure that the facility is as visually screened as possible, to prevent the facility from dominating the surrounding area and to minimize significant view impacts from surrounding properties and public views, all in a manner that achieves compatibility with the community and in compliance with this code.
 - b. Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.
 - c. Wireless telecommunications facilities shall be located consistent with Section 12.12.080 (Location Restrictions) unless an exception is granted.
2. Traffic Safety. All facilities shall be designed and located in such a manner as to avoid adverse impacts on traffic safety.
3. Blending Methods. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area, infrastructure and structures.
4. Equipment. The applicant shall use the least visible equipment for the provision of wireless telecommunications services that is technically feasible. Antenna elements shall be flush mounted, to the extent feasible, with all cables and wires clipped-up or otherwise out of public view. All antenna mounts shall be designed so as not to preclude possible future collocation by the same or other operators or carriers. Unless otherwise provided in this Section, antennas shall be situated as close to the ground as technically feasible.
5. Support Structures.
 - a. Pole-Mounted Only. Only pole-mounted antennas (excepting wooden poles per subparagraph 5.b below) shall be permitted in the public right-of-way. Mountings to all other forms of support structure in the public right-of-way are prohibited unless an exception pursuant to Section 12.12.080 is granted.
 - b. Utility Poles. Wireless telecommunications facilities shall not be located on wooden poles unless an exception pursuant to Section 12.12.080 is granted. The maximum height of any antenna shall not exceed 48 inches above the height of an existing utility pole, nor shall any portion of the antenna or equipment mounted on a pole be less than 24 feet above any drivable road surface. All installations on utility poles shall fully comply with the California

Public Utilities Commission general orders, including, but not limited to, General Order 95, as may be revised or superseded.

- c. Light Poles. The maximum height of any antenna shall not exceed four feet above the existing height of a light pole. Any portion of the antenna or equipment mounted on a pole shall be no less than 16½ feet above any drivable road surface.
- d. Replacement Poles. If an applicant proposes to replace a pole that is an eligible support structure to accommodate the proposed facility, the replacement pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location, including size, height, color, materials and style to the maximum extent feasible.
- e. Equipment mounted on a support structure shall not exceed four (4) cubic feet in dimension.
- f. No new guy wires shall be allowed unless required by other laws or regulations.
- g. An exception pursuant to Section 12.12.080 shall be required to erect any new support structure (non-eligible support structure) that is not the replacement of an existing eligible support structure.
- h. As applicable to all new support structures (non-eligible support structures), regardless of location, the following requirements shall apply:
 - (i) Such new support structure shall be designed to resemble existing support structures of the same type in the right-of-way near that location, including size, height, color, materials and style, with the exception of any existing structural designs that are scheduled to be removed and not replaced.
 - (ii) Such new support structures that are not replacement structures shall be located at least 90 feet from any eligible support structure to the extent feasible.
 - (iii) Such new support structures shall not adversely impact public view corridors, and shall be located to the extent feasible in an area where there is existing natural or other feature that obscures the view of the new support structure. The applicant shall further employ concealment techniques to blend the new support structure with said features including but not limited to the addition of vegetation if feasible.
 - (iv) A justification analysis shall be submitted for all new support structures that are not replacements to demonstrate why an eligible support facility cannot be utilized and demonstrating the new structure is the least intrusive means possible, including a demonstration that the new structure is designed to be the minimum functional height and width required to support the proposed wireless telecommunications facility.

- i. All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the support structure and shall be camouflaged or hidden to the fullest extent feasible. For all support structures wherein interior installation is infeasible, conduit and cables attached to the exterior shall be mounted flush thereto and painted to match the structure.
6. Space. Each facility shall be designed to occupy the least amount of space in the right-of-way that is technically feasible.
7. Wind Loads. Each facility shall be properly engineered to withstand wind loads as required by this code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.
8. Obstructions. Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, incommode the public's use of the right-of-way, or cause safety hazards to pedestrians and motorists.
9. Public Facilities. A facility shall not be located within any portion of the public right-of-way interfering with access to a fire hydrant, fire station, fire escape, water valve, underground vault, valve housing structure, or any other public health or safety facility.
10. Screening. All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inches from the curb and gutter flow line.
11. Accessory Equipment. Not including the electric meter, all accessory equipment shall be located underground, except as provided below:
 - a. Unless city staff determines that there is no room in the public right-of-way for undergrounding, or that undergrounding is not feasible, an exception pursuant to Section 12.12.080 shall be required in order to place accessory equipment above-ground and concealed with natural or manmade features to the maximum extent possible.
 - b. When above-ground is the only feasible location for a particular type of accessory equipment and will be ground-mounted, such accessory equipment shall be enclosed within a structure, and shall not exceed a height of five feet and a total footprint of 15 square feet, and shall be fully screened and/or camouflaged, including the use of landscaping, architectural treatment, or acceptable alternate screening. Required electrical meter cabinets shall be screened and/or camouflaged. Also, while pole-mounted equipment is generally the least favored installation, should pole-mounted equipment be sought, it shall be installed as required in this chapter.
 - c. In locations where homes are only along one side of a street, above-ground accessory equipment shall not be installed directly in front of a residence. Such above-ground accessory equipment shall be installed along the side of the street with no homes.

12. Landscaping. Where appropriate, each facility shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs. Additional landscaping shall be planted, irrigated and maintained by applicant where such landscaping is deemed necessary by the city to provide screening or to conceal the facility.
13. Signage. No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the city.
14. Lighting.
 - a. No facility may be illuminated unless specifically required by the Federal Aviation Administration or other government agency. Beacon lights are not permitted unless required by the Federal Aviation Administration or other government agency.
 - b. Legally required lightning arresters and beacons shall be included when calculating the height of facilities such as towers, lattice towers and monopoles.
 - c. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhoods.
 - d. Unless otherwise required under FAA or FCC regulations, applicants may install only timed or motion-sensitive light controllers and lights, and must install such lights so as to avoid illumination impacts to adjacent properties to the maximum extent feasible. The city may, in its discretion, exempt an applicant from the foregoing requirement when the applicant demonstrates a substantial public safety need.
 - e. The applicant shall submit a lighting study which shall be prepared by a qualified lighting professional to evaluate potential impacts to adjacent properties. Should no lighting be proposed, no lighting study shall be required.
15. Noise.
 - a. Backup generators shall only be operated during periods of power outages, and shall not be tested on weekends or holidays, or between the hours of 7:00 p.m. and 7:00 a.m.
 - b. At no time shall equipment noise from any facility exceed the noise levels permitted by Chapter 9.28 of this code.
16. Security. Each facility shall be designed to be resistant to, and minimize opportunities for, unauthorized access, climbing, vandalism, graffiti and other conditions that would result in hazardous situations, visual blight or attractive nuisances. The City Engineer or the approving city body, as applicable, may require the provision of warning signs, fencing, anti-climbing devices, or other techniques to prevent unauthorized access and vandalism when, because of their location and/or accessibility, a facility has the potential to become an attractive nuisance. Additionally, no lethal devices or elements shall be installed as a security device.

17. Modification. Consistent with current state and federal laws and if permissible under the same, at the time of modification of a wireless telecommunications facility, existing equipment shall, to the extent feasible, be replaced with equipment that reduces visual, noise and other impacts, including, but not limited to, undergrounding the equipment and replacing larger, more visually intrusive facilities with smaller, less visually intrusive facilities.
18. The installation and construction approved by a wireless telecommunications facility permit shall begin within one year after its approval or it will expire without further action by the city.
19. Conditions of Approval. All Major WTFPs shall be subject to such conditions of approval as reasonably imposed by the City Engineer or the approving city body, as applicable, as well as any modification of the conditions of approval deemed necessary by the City Engineer or the approving city body.

12.12.080 -LOCATION RESTRICTIONS; EXCEPTIONS FOR NON-COMPLIANT MAJOR WIRELESS TELECOMMUNICATIONS FACILITIES.

- A. Locations Requiring an Exception. Major WTFPs are strongly disfavored in certain areas and on certain support structures. Therefore the following locations are permitted only when an exception has been granted pursuant to Subsection B hereof:
 1. Public right-of-way within those zones identified in the general plan as residential zones;
 2. Public right-of-way within those zones identified in the general plan as historic districts, or within 100 feet of designated historic buildings;
- B. Required Findings for an Exception on Major WTFPs. For any Major WTFP requiring an "exception" under this chapter, no such exception shall be granted unless the applicant demonstrates with clear and convincing evidence all the following:
 1. The proposed wireless facility qualifies as a "personal wireless services facility" as defined in United States Code, Title 47, Section 332(c)(7)(C)(ii);
 2. The applicant has provided the city with a clearly defined significant gap (as established under state and federal law) and a clearly defined potential site search area.
 - a. In the event the applicant seeks to install a wireless telecommunications facility to address service coverage concerns, full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent wireless telecommunications facilities without the proposed facility, predicted service coverage levels from all adjacent facilities serving applicant with the proposed facility, and predicted service coverage levels from the proposed facility without all adjacent facilities.
 - b. In the event the applicant seeks to address service capacity concerns, a written explanation and propagation maps identifying the existing facilities with

service capacity issues together with competent evidence to demonstrate the inability of those facilities to meet capacity demands.

3. The applicant has provided the city with a meaningful comparative analysis that includes the factual reasons why any alternative location(s) or design(s) suggested by the city or otherwise identified in the administrative record, including but not limited to potential alternatives identified at any public meeting or hearing, are not technically feasible or reasonably available; and
 4. The applicant has provided the city with a meaningful comparative analysis that includes the factual reasons why the proposed location and design deviates is the least noncompliant location and design necessary to reasonably achieve the applicant's reasonable objectives of covering an established significant gap (as established under state and federal law).
 5. The applicant has demonstrated that strict compliance with any provision in this chapter for a Major WTFP would effectively prohibit the provision of personal wireless services.
- C. Scope. The planning commission or City Engineer, as applicable, shall limit an exemption for a Major WTFP to the extent to which the applicant demonstrates such exemption is necessary to reasonably achieve its objectives of covering an established significant gap (as established under state and federal law). The planning commission or City Engineer, as applicable, may adopt conditions of approval as reasonably necessary to promote the purposes in this chapter and protect the public health, safety and welfare.

12.12.090 - OPERATION AND MAINTENANCE STANDARDS.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards:

- A. The permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations and other rules, including, without limitation, those applying to use of the PROW. The permittee shall ensure that all equipment and other improvements to be constructed and/or installed in connection with the approved WTFP are maintained in a manner that is not detrimental or injurious to the public health, safety, and general welfare and that the aesthetic appearance is continuously preserved, and substantially the same as shown in the approved plans at all times relevant to the WTFP.
- B. Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator or any designated maintenance agent at its sole cost within 48 hours:
 1. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or
 2. After permittee, owner, operator or any designated maintenance agent receives notification from the city.

- C. Insurance. The permittee shall obtain and maintain throughout the term of the permit a type and amount of insurance as specified by city's risk management. The relevant policy(ies) shall name the city, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured. The permittee shall use its best efforts to provide thirty (30) days prior notice to the City Engineer of to the cancellation or material modification of any applicable insurance policy.
- D. Indemnities. The permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the city, its agents, officers, officials, and employees (i) from any and all damages, liabilities, injuries, losses, costs, and expenses, and from any and all claims, demands, law suits, writs of mandamus, and other actions or proceedings brought against the city or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the city's approval of the permit, and (ii) from any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the permittee or, if applicable, the private property owner or any of each one's agents, employees, licensees, contractors, subcontractors, or independent contractors. In the event the city becomes aware of any such actions or claims the city shall promptly notify the permittee and, if applicable, the private property owner and shall reasonably cooperate in the defense. The city shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the city's defense, and the property owner and/or Permittee (as applicable) shall reimburse the city for any costs and expenses directly and necessarily incurred by the city in the course
- E. Performance Bond. Prior to issuance of a wireless encroachment permit, the permittee shall file with the city, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to 100% of the cost of removal of the facility as specified in the application for the WTFP or as that amount may be modified by the City Engineer in in the permit based on the characteristics of the installation. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the city council. Reimbursement shall be paid when the security is posted and during each administrative review.
- F. Adverse Impacts on Adjacent Properties. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility. All facilities, including each piece of equipment, shall be located and placed in a manner so as to not interfere with the use of the PROW, impede the flow of vehicular or pedestrian traffic, impair the primary use and purpose of poles/signs/traffic signals or other infrastructure, interfere with outdoor dining areas or emergency facilities, or otherwise obstruct the accessibility of the PROW.
- G. Contact Information. Each permittee of a wireless telecommunications facility shall provide the City Engineer with the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the

facility ("contact information"). Contact information shall be updated within seven days of any change.

- H. All facilities, including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:
1. Subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to city streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems (water, sewer, storm drains, gas, oil, electrical, etc.) that result from any activities performed in connection with the installation and/or maintenance of a wireless facility in the PROW.
 2. General dirt and grease;
 3. Chipped, faded, peeling, and cracked paint;
 4. Rust and corrosion;
 5. Cracks, dents, and discoloration;
 6. Missing, discolored or damaged artificial foliage or other camouflage;
 7. Graffiti, bills, stickers, advertisements, litter and debris. All graffiti on facilities must be removed at the sole expense of the permittee within forty eight (48) hours after notification from the City.
 8. Broken and misshapen structural parts; and
 9. Any damage from any cause.
- I. All trees, foliage or other landscaping elements approved as part of the facility shall be maintained in neat, safe and good condition at all times, and the permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed landscaping. No amendment to any approved landscaping plan may be made until it is submitted to and approved by the City Engineer.
- J. The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.
- K. Each facility shall be operated and maintained to comply at all conditions of approval. The permittee, when directed by the city, must perform an inspection of the facility and submit a report to the City Engineer on the condition of the facility to include any identified concerns and corrective action taken. Additionally, as the city performs maintenance on city-owned infrastructure, additional maintenance concerns may be identified. These will be reported to the permittee. The city shall give the permittee thirty (30) days to correct the identified maintenance concerns after which the city reserves the right to take any action it deems necessary, which could include revocation of the permit. The burden is on the Permittee to

demonstrate that it complies with the requirements herein. Prior to issuance of a permit under this Chapter, the owner of the facility shall sign an affidavit attesting to understanding the City's requirement for performance of annual inspections and reporting.

- L. All facilities permitted pursuant to this chapter shall comply with the American with Disabilities Act.
- M. The permittee is responsible for obtaining power to the facility and for the cost of electrical usage.
- N. Failure to comply with the city's adopted noise standard after written notice and reasonable opportunity to cure have been given shall be grounds for the city to revoke the permit.
- O. Interference.
 - 1. The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the city shall be moved to accommodate a permitted activity or encroachment, unless the city determines that such movement will not adversely affect the city or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the city's structure, improvement, or property. Prior to commencement of any work pursuant to a wireless encroachment permit, the permittee shall provide the city with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property within the PROW or city utility easement to be affected by permittee's facilities.
 - 2. The facility shall not damage or interfere in any way with city property, the city's operations or the operations of prior-existing, third party installations. The city will reasonably cooperate with the permittee and/or carrier to carry out such activities as are necessary to correct the interference.
 - a. Signal Interference. The permittee shall correct any such interference within 24 hours of written notification of the interference. Upon the expiration of the 24-hour cure period and until the cause of the interference is eliminated, the permittee shall cease operation of any facility causing such interference until such interference is cured.
 - b. Physical Interference. The city shall give the permittee thirty (30) days to correct the interference after which the city reserves the right to take any action it deems necessary, which could include revocation of the permit.
 - 3. The City at all times reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the sites. Such actions may temporarily interfere with the operation of the facility. The City will in all cases, other than emergencies, give the applicant 30 days written notification of such planned, non-emergency actions.

- P. RF Exposure Compliance. All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards. After transmitter and antenna system optimization, but prior to unattended operations of the facility, the permittee or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC Office of Engineering and Technology Bulletin 65 RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit.
1. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.
- Q. Records. The permittee must maintain complete and accurate copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation this approval, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval and any ministerial permits or approvals issued in connection with this approval. In the event that the permittee does not maintain such records as required in this condition or fails to produce true and complete copies of such records within a reasonable time after a written request from the city, any ambiguities or uncertainties that would be resolved through an inspection of the missing records will be construed against the permittee.
- R. Attorney's Fees. In the event the city determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with permittee to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

12.12.100 - NO DANGEROUS CONDITION OR OBSTRUCTIONS ALLOWED.

No person shall install, use or maintain any wireless telecommunications facility that in whole or in part rests upon, in or over any public right-of-way, when such installation, use or maintenance endangers or is reasonably likely to endanger the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such facility unreasonably interferes with or unreasonably impedes the flow of pedestrian or vehicular traffic including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, the use of poles, posts, traffic signs or signals, hydrants, mailboxes, permitted sidewalk dining, permitted street furniture or other objects permitted at or near said location.

12.12.110 - NONEXCLUSIVE GRANT; NO POSSESSORY INTERESTS.

- A. No permit or approval granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public right-of-way of the city for any purpose whatsoever. Further, no approval shall be construed as a warranty of title.

- B. No possessory interest is created by a WTFP. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, the permittee acknowledge that the city has given to the applicant notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a WTFP may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Wireless telecommunications facility operators shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against their right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by the WTFP.
- C. The permission granted by a WTFP shall not in any event constitute an easement on or an encumbrance against the PROW. No right, title, or interest (including franchise interest) in the PROW, or any part thereof, shall vest or accrue in permittee by reason of a wireless encroachment permit or the issuance of any other permit or exercise of any privilege given thereby.

12.12.120 - PERMIT EXPIRATION; ABANDONMENT OF APPLICATIONS.

- A. Permit Term. Unless Government Code Section 65964, as may be amended, authorizes the city to issue a permit with a shorter term, a permit for any wireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this code it lapses sooner or is revoked. At the end of ten (10) years from the date of issuance, such permit shall automatically expire.
- B. A permittee may apply for a new permit within 180 days prior to expiration. Said application and proposal shall comply with the city's current code requirements for wireless telecommunications facilities.
- C. Timing of Installation. The installation and construction authorized by a WTFP shall begin within one (1) year after its approval, or it will expire without further action by the city. The installation and construction authorized by a WTFP shall conclude, including any necessary post-installation repairs and/or restoration to the PROW, within thirty (30) days following the day construction commenced.
- D. Commencement of Operations. The operation of the approved facility shall commence no later than ninety (90) days after the completion of installation, or the WTFP will expire without further action by the city. The permittee shall provide the City Engineer notice that operations have commenced by the same date.

12.12.130 - CESSATION OF USE OR ABANDONMENT.

- A. A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for 90 or more consecutive days unless the permittee has obtained prior written approval from the City Engineer which shall not be unreasonably denied. If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the facility.
- B. The operator of a facility shall notify the City Engineer in writing of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) within ten

days of ceasing or abandoning use. Notwithstanding any other provision herein, the operator of the facility shall provide written notice to the City Engineer of any discontinuation of operations of 30 days or more.

- C. Failure to inform the City Engineer of cessation or discontinuation of operations of any existing facility as required by this Section shall constitute a violation of any approvals and be grounds for:
1. Litigation;
 2. Revocation or modification of the permit;
 3. Acting on any bond or other assurance required by this article or conditions of approval of the permit;
 4. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or
 5. Any other remedies permitted under this code or by law.

12.12.140 - REMOVAL AND RESTORATION—PERMIT EXPIRATION, REVOCATION OR ABANDONMENT.

- A. Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the WTFP or abandonment of the facility, the permittee, owner or operator shall remove its wireless telecommunications facility and restore the site to the condition it was in prior to the granting of the WTFP, except for retaining the landscaping improvements and any other improvements at the discretion of the city. Removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the city. Expired, terminated or revoked wireless telecommunications facility equipment shall be removed from the site at no cost or expense to the City.
- B. Failure of the permittee, owner or operator to promptly remove its facility and restore the property within 90 days after expiration, earlier termination or revocation of the WTFP, or abandonment of the facility, shall be a violation of this code. Upon a showing of good cause, an extension may be granted by the City Engineer where circumstances are beyond the control of the permittee after expiration. Further failure to abide by the timeline provided in this Section shall be grounds for:
1. Prosecution;
 2. Acting on any security instrument required by this chapter or conditions of approval of permit;
 3. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner's expense; and/or
 4. Any other remedies permitted under this code or by law.

- C. **Summary Removal.** In the event any city director or city engineer determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action (collectively, "exigent circumstances"), such director or city engineer may cause the facility to be removed summarily and immediately without advance notice or a hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five business days of removal and all property removed shall be preserved for the owner's pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within 60 days, the facility shall be treated as abandoned property.
- D. **Removal of Facilities by City.** In the event the city removes a wireless telecommunications facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the city for any damage to such facility that may result from reasonable efforts of removal. In addition to the procedures for recovering costs of nuisance abatement, the city may collect such costs from the performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this code. Unless otherwise provided herein, the city has no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the city destroys any such facility not timely removed by the permittee, owner or operator after notice, or removal by the city due to exigent circumstances.

12.12.150 - EFFECT ON OTHER ORDINANCES.

Compliance with the provisions of this chapter shall not relieve a person from complying with any other applicable provision of this code. In the event of a conflict between any provision of this chapter and other sections of this code, this chapter shall control.

12.12.160 - STATE OR FEDERAL LAW.

The implementation of this chapter and decisions on applications for placement of wireless telecommunications facilities in the PROW shall, at a minimum, ensure that the requirements of this chapter are satisfied, unless it is determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter may be waived, but only to the minimum extent required to avoid the prohibition or violation.

12.12.170 – LEGAL NONCONFORMING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE RIGHT-OF-WAY.

- A. Legal nonconforming wireless telecommunications facilities are those facilities that existed but did not conform to this chapter on the date this chapter became effective.
- B. Legal nonconforming wireless telecommunications facilities shall, within ten years from the date this chapter became effective, be brought into conformity with all requirements of this article; provided, however, that should the owner desire to expand or modify the facility, intensify the use, or make some other change in a conditional use, the owner shall comply with

all applicable provisions of this code at such time, to the extent the city can require such compliance under federal and state law.

- C. An aggrieved person may file an appeal to the city council of any decision of the City Engineer or other deciding body made pursuant to this Section. In the event of an appeal alleging that the ten-year amortization period is not reasonable as applied to a particular property, the city council may consider the amount of investment or original cost, present actual or depreciated value, dates of construction, amortization for tax purposes, salvage value, remaining useful life, the length and remaining term of the lease under which it is maintained (if any), and the harm to the public if the structure remains standing beyond the prescribed amortization period, and set an amortization period accordingly for the specific property.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Acceptance of the Construction of the Limited Volume Transfer Station Located at the N/W Corner of Los Angeles Street and Azusa Canyon Road; P-986

City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the completed improvements of the Construction of the Limited Volume Transfer Station Located at the N/W Corner of Los Angeles Street and Azusa Canyon Road Project; (2) approve the final construction contract amount of \$451,125.34; and (3) authorize the City Engineer to file the Notice of Completion with the Los Angeles County Recorder's office.

Background and Analysis:

On December 12, 2018, the Construction of the Limited Volume Transfer Station Located at the N/W Corner of Los Angeles Street and Azusa Canyon Road Project was awarded to Gentry General Engineering, Inc. for \$372,795.00. A 20% project contingency was approved to cover any unforeseeable conditions that may arise during construction, which increased the total amount to \$447,354.00. As of July 9, 2019, this project has been completed per the approved plans and specifications.

The construction of the Limited Volume Transfer Station Project is to provide a more efficient area for temporary storage of debris collected from the daily activities of the city's maintenance crew. In addition, this project will provide an area to accommodate the Olive Pit Project trailer.

During construction, additional work beyond the original scope of work deemed necessary was completed, which resulted in nine (9) contract change orders for the project. The additional work included, but was not limited to:

- a. Differing site conditions requiring an increase in bid quantities for base material and asphalt pavement.
- b. New wrought iron gate was added to the contract.
- c. Install an anti-graffiti barrier to the exterior block wall.
- d. Detailed work for retaining wall footing.
- e. Additional landscaping improvements including irrigation system for the project.

Of the nine (9) contract change orders, a total of three (3) changes were new added items.

The original construction contract amount authorized by the City Council was \$372,795.00. The final cost of the construction contract was \$451,125.34 or \$78,330.34 more than the authorized contract amount.

Ratification of the changes in the scope of work and acceptance of the improvements by the City Council is in compliance with the acceptance and prompt payment provisions of the Public Contract Code.

Fiscal Impact:

The total amount budgeted for this capital project is \$550,000, and is funded by the General Fund (27%), the Mining Impact Fund (64%) and the Olive Pit Fund (9%). The total budget provided for all costs projected for this project, including design, plans and specs, inspections, testing, electrical, plumbing, furniture, supplies and materials, as well as the for the construction contractor cost for Gentry General Engineering, Inc. There are sufficient funds available in the budget for this project to cover the additional change orders of \$78,330.34.


Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

Prepared By: William K. Tam, City Manager

Phone: (626) 430-2212



William K. Tam, City Manager

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Professional Services Agreement for Mining Tax Audit Services

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into a professional services agreement with Lance, Soll & Lunghard, LLP in the amount of \$39,312 to perform a Mining Tax Audit of all mining operators in the City of Irwindale.

Background and Analysis:

Irwindale Municipal Code (IMC) Section 3.18, as well as Article XIII of the City Charter, provides the City of Irwindale the authority to levy excavation, processing and recycling taxes (Mining Taxes) on all mining and recycling operators in the City.

IMC Section 3.18 establishes the mining tax rates as the business license tax for the mining operators, and are adjusted annually per the applicable consumer price index. Mining taxes generate both General Fund revenue, to fund general city services, and Mining Impact Fund revenue, to fund costs of mitigating mining impacts in the City, such as deterioration of streets and infrastructure, degradation of air quality, public health and safety hazards, visual blight, etc.

Mining operators remit mining tax payments to the City on a quarterly basis, and payments are calculated based on the tonnage activity reported by the mining operators. IMC Section 5.08.510 provides the City and/or the City Auditor the authority to conduct an audit of the mining tax remittances, by inspecting the books of the mining operators/licensees in order to verify the accuracy of the mining tax payments submitted. IMC Section 5.08.510 also states each licensee shall make the books available for reasonable inspection and audit for such purposes, and failure to do so shall be grounds for revocation of the business license.

It has been ten years since the last Mining Tax Audit was performed in Fiscal Year 2008-2009, and it would be prudent at this time to conduct another formal audit of all mining operators to verify the City is receiving the proper mining tax payments based on the tonnage activity from each mining operator.

Lance, Soll & Lunghard, LLC is the City's contracted City Auditor, and this firm also conducted the last Mining Audit in FY 2008-2009. This firm has the proper qualifications necessary to conduct the audit, as well as the exclusive experience of having conducted mining audits in the past.

Attached is the professional services agreement to engage Lance, Soll & Lunghard, LLP to perform the Mining Tax Audit covering mining tax payments received for the past three (3) fiscal years. The total cost of performing the Mining Tax Audit is quoted at \$39,312. The professional services agreement has been reviewed and approved as to form by the City Attorney's office. If approved by the City Council, the Mining Tax Audit will be scheduled to start in August 2019, and will be finalized in March 2020.

Fiscal Impact:

Funding for the Mining Tax Audit is included in the FY 2019-2020 Mining Impact Fund Budget. Additionally, the City will recoup the cost of the Mining Tax Audit by requesting reimbursement from the mining operators for their proportionate share of the total cost of the audit.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

Prepared By: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221



William K. Tam, City Manager

Attachment(s): Professional Services Agreement for the Mining Tax Audit

CITY OF IRWINDALE
PROFESSIONAL SERVICES AGREEMENT FOR
Mining Tax Audit Services

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 24th day of July 2019, by and between the CITY OF IRWINDALE a California municipal corporation, herein ("City") and Lance, Soll & Lunghard, LLP, (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" itemized in the Scope of Procedures section of the Consultant Quote Letter attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that all work and services set professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provide in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" included in the Consultant Quote Letter attached hereto as Exhibit "A" and incorporated herein by this reference, but not exceeding the maximum contract amount of THIRTY-NINE THOUSAND, THREE HUNDRED TWELVE and 00/100 Dollars (\$39,312.00), including all reimbursable expenses ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall submit to the City a detailed invoice, in the form approved by City's Finance Director, describing the tasks performed and amount charged for each such task. Consultant shall be paid monthly for costs incurred in accordance with invoices submitted to the City.

3. COORDINATION OF WORK

3.1 Representative of Consultant. Richard Kikuchi and Frank North are hereby designated as being the representatives of Consultant authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City Manager of the City is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager shall have the right to designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant consistent with that role. Consultant shall not at any time or in any manner represent that it or nay of its agent or employees are agents or employees of City.

4. INSURANCE

4.1 Required Insurance Policies. Without limiting Consultant's indemnification of the City and prior to commencement of work, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

b. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

c. Professional Liability (errors and omissions insurance). Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d. Automotive Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

4.2 Insurance Deductibles and Self-insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Consultant's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability

arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 27882(b). General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

b. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

c. Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

d. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

f. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officials, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4.4 Insurance Rating. All insurances policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance in the State of California, with an assigned policyholder's Rate of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

4.5 Original Certificates and Amendatory Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other

than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6 Subconsultants Insurance Coverage. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subconsultants shall be subject to all of the requirements stated herein.

4.7 Additional Insurance. Consultant shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

5. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, protect, defend and hold free and harmless the City, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Consultant, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants/contractors (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

6. TERM

6.1 Term. Unless earlier terminated in accordance with Section 6.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, currently anticipated through the end of March 2020 as stipulated in the Consultant Quote Letter attached hereto as part of Exhibit "A".

6.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of

termination and for such additional services specifically authorized by the Consultant and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7. MISCELLANEOUS

7.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

7.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

7.3 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

7.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

7.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

7.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.8 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

7.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF IRWINDALE:

William K. Tam, City Manager

CONSULTANT:

Lance, Soll & Lunghard
By: Richard Kikuchi
Name

Title: Principal

Address: 203 N Brea Blvd, Suite 203
Brea, CA 92821

[END OF SIGNATURES]

EXHIBIT "A"

CONSULTANT QUOTE LETTER

SCOPE OF SERVICES

The specific tasks to be performed and completed by Consultant in performing the Mining Tax Audit are as provided for in the Consultant Quote Letter attached. Consultant shall complete all services under this Agreement within the Term, as described in Section 6.1.

SCHEDULE OF COMPENSATION

Consultant shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the hourly rate schedule included in the Consultant Quote Letter, but not to exceed the Contract Sum of \$39,312.00.

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the above hourly rate for performance of services under this agreement, except as specifically described in the attached schedule of hourly rates. Any additional work authorized by City in writing shall be performed by Consultant based on the above hourly rates



CPAs AND ADVISORS

Consultant Quote Letter

April 18, 2019

Ms. Eva Carreon
Director of Finance/City Treasurer
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Ms. Carreon,

At your request, Lance, Soll & Lunghard, LLP is providing you a quote for additional professional services. These services will be conducted in accordance with applying agreed-upon procedures standards as established by the AICPA and will include such other procedures as we consider necessary in the circumstances. It should be understood that such procedures do not constitute an audit conducted in accordance with generally accepted auditing standards and we will not express an opinion on any of the procedures performed. In addition, the procedures are not primarily designed to disclose defalcations or other irregularities. We make no representation as to the adequacy of the procedures listed below. Our report should be used by you solely to assist the City of Irwindale (City) in verifying the accuracy of the tax reconciliation and remittance reports for excavation, processing and recycling operation and the payments received from the mining operators.

The purpose, scope, deliverable, timing of the procedures, and estimated time and quoted price are as follows:

Purpose of the Procedures:

To verify the accuracy of the tax reconciliation and remittance reports for excavation, processing and recycling operation submitted by the mining operators in accordance with the Irwindale Municipal Code Chapter 3.18 and the payment received by the City for the period July 1st, 2016 through June 30, 2019.

Scope of Procedures:

We will first identify the nature of the business conducted by the mining operator in order to identify the procedures to be performed.

Excavation Operation

- Obtain the quarterly General Mining Excavation Tax Reconciliation and Remittance Reports, and Special Mining Excavation Tax Reconciliation and Remittance Reports filed with the City for the period July 01, 2016 through June 30, 2019.
- Inquire with a Company's representative how the quantity of material excavated within the City is determined.
- If possible, observe the excavation process and how the quantity of material excavated within the City is determined and recorded.
- Inquire how many excavation sites the Company has and how each site is monitored for quantity of material excavated within the City.

 **PrimeGlobal**
An Association of
Independent Accounting Firms



CPAs AND ADVISORS

Ms. Eva Carreon
Director of Finance/City Treasurer
City of Irwindale

- If the excavation area encompasses more than one city, inquire how the quantity of material excavated subject to the City of Irwindale tax is determined compared to the total quantity of material excavated.
- Review the company internal records for the quantity of material excavated and agree the amount to the quarterly report submitted to the City. Ensure that all excavation sites within the City are included.
- Recompute the excavation tax and verify the reconciliation by tracing other amounts on the report to other internal company records and prior reports filed with the City. Foot and agree amount due to the City.
- Trace the total on the reconciliation to payment remitted and received by the City.
- Verify that the quarterly remittance reports with the payments are filed timely with the City.

Processing Operation

- Obtain the quarterly General Mining Processing Tax Reconciliation and Remittance Reports, and Special Mining Processing Tax Reconciliation and Remittance Reports filed with the City for the period 07/01/2016 through 06/30/2019.
- Complete same steps for processing taxes as steps performed for excavation taxes.
- For companies that conduct processing operations that include mixing recycled used materials with new, unused sand and aggregate materials to produce product such as asphaltic concrete, determine the amount of the new, unused sand and aggregate for which the Irwindale processing tax has been paid by the company and received by Irwindale, such quantity should not be subject to the Irwindale processing tax. Ascertain by reviewing internal company records including paid invoices that the new unused sand and aggregate materials were purchased in the City.
- For companies that conduct processing /recycling operations for which the new unused sand and aggregate were brought into Irwindale for processing and for which quantity the Irwindale processing tax had not been paid to the City of, determine the amount of new unused sand and aggregate that the company conducting the processing/recycling operations has used in its Irwindale operations and therefore subject to the Irwindale processing tax, and ascertain that the quantity has been included on the quarterly processing tax report and the correct processing tax has been paid to the City.

Recycling Operation

- Obtain the quarterly Recycling Tax Reconciliation and Remittance Report filed with the City for the period July 01, 2016 through June 30, 2019.
- Identify the type of materials that is being recycled at the location since each type of material need to be accounted separately.
- Inquire with a Company's representative how the quantity of recycled material is being determined for each type of material.
- If possible, perform a walkthrough of the facility with a company representative to gain an understanding on how the quantity of recycled material is determined and recorded in the company internal records. If possible, observe the process.
- Inquire with the Company's representative if the company has other operating facility within the City or neighboring Cities.
- Review the company internal records for the quantity of recycled material. (Make sure that all types of recycled material are included and all processing locations within the City are also included).
- Trace the quantity of recycled materials from the company's internal records to the Quarterly Recycling Tax Reconciliation and Remittance Report filed with the City. Inquire if there is any variance.



CPA AND ADVISORS

Ms. Eva Carreon
Director of Finance/City Treasurer
City of Irwindale

- Recompute the recycling tax. Verify the reconciliation by tracing other amounts on the report to other internal records and prior reports filed with the City. Foot and agree amount due to the City.
- Trace total on the reconciliation to payment remitted to and received by the City.
- Verify that the quarterly remittance reports with the payments are filed timely with the City.
- Ask the Company's representative to see the recycling permit.

Deliverable:

Agreed-Upon-Procedures Reports prepared in accordance with AICPA Attestation Standards.

Timing of the procedures:

Field work will be start in August 2019 with the final reports expected to be delivered to the City by the end of March 2020. The mining operators subject to the above procedures are as follows:

| <u>Mining Company</u> | <u>Type of Operation</u> |
|---|------------------------------------|
| 1 All American Asphalt | Processing & Recycling |
| 2 Hanson Aggregates LLC | Excavation & Processing |
| 3 Holliday Rock Co., Inc | Processing Only |
| 4 Peck Road Gravel | Excavation Only |
| 5 Robertson's Ready Mix LTD | Recycling Only |
| 6 Sully-Miller Contracting/Blue Diamond Materials | Recycling Only |
| 7 United Rock Products | Excavation & Processing |
| 8 Vulcan Materials Company - Reliance & Durbin Pits | Excavation, Processing & Recycling |

Estimated Time and Quoted Price:

Our estimated time and price will be as follows:

| | <u>Level</u> | | | <u>Total</u> |
|--|----------------|----------------|--------------|--------------|
| | <u>Partner</u> | <u>Manager</u> | <u>Staff</u> | |
| Planning, organization, contacting company and developing procedures | - | 2 | 2 | 4 |
| Fieldwork | - | - | 24 | 24 |
| Report preparation, review, and supervision | 1 | 6 | 4 | 11 |
| Total Hours | 1 | 8 | 30 | 39 |
| Hourly Rate | \$ 268 | \$ 172 | \$ 109 | |
| | \$ 268 | \$ 1,376 | \$ 3,270 | 4,914 |
| Estimated Costs per Mining Company | | | | \$ 4,914 |
| Estimated Costs for 8 Mining Companies | | | | \$ 39,312 |

Quoted price is all inclusive of mileage cost and out of pocket expenses.



CPAs AND ADVISORS

Ms. Eva Carreon
Director of Finance/City Treasurer
City of Irwindale

If during our procedures, we find any unusual circumstances, which warrant extended scope, we will provide all ascertainable facts relative to such circumstances to management and an estimate of additional services and cost required before starting any additional work. In addition, if it should become necessary for the City to request additional services, any such additional work agreed to by the City will be performed at the hourly rates quoted above.

Again, Lance, Soll & Lunghard, LLP looks forward to continuing to provide quality services to the City of Irwindale. Please sign below to acknowledge your acceptance of this agreement and return to my attention. Should you or any other representative of the City have additional questions regarding this agreement or possible revision to the scope, please do not hesitate to contact me at (714) 672-0022.

Very truly yours,

Richard K. Kikuchi, Partner
LANCE, SOLL & LUNGHARD, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Irwindale.

By: _____

Title: _____

Date: _____

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Rejection of Claim: Samantha Recendez vs. City of Irwindale

City Manager's Recommendation:

Reject the claim of Samantha Recendez vs. City of Irwindale and direct staff to send a standard letter of rejection.

Background and Analysis:

This claim seeks reimbursement for fuel costs for a rental car while the claimant's vehicle, which had been struck by an Irwindale Police Department unit, was being repaired.

The claim has been reviewed by the city's claims adjuster Carl Warren & Co. Because the claimant would not have been paid for gas that she would have put in her own car, it is recommended that the claim be rejected.

Fiscal Impact:

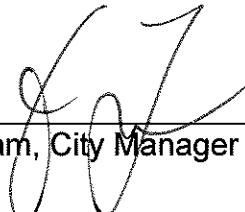
None

Review:

Fiscal Impact: *DFEC* (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney Galante 7/18/19* (Initial of Legal Counsel)

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202



William Tam, City Manager

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
 To: Honorable Mayor and Members of the City Council
 From: William K. Tam, City Manager
 Issue: Confirmation of Fiscal Year 2019-2020 Adopted Budget

City Manager's Recommendation:

That the City Council adopt Resolution No. 2019-37-3121 entitled: "A RESOLUTION OF THE CITY OF IRWINDALE CONFIRMING THE FINAL FISCAL YEAR 2019-2020 BUDGET TOTALS ADOPTED BY ORDINANCE ON JUNE 26, 2019"

Background and Analysis:

The City is required to adopt an annual budget before July 1st of every fiscal year. The budget for the City of Irwindale is adopted by ordinance, which requires the budget to be presented before the City Council during two separate Council Meetings.

- 1.) The Public Hearing and 1st Reading of Ordinance No. 736 took place on June 12, 2019. The City Council conducted the duly noticed Public Hearing and received public comments related to the proposed FY 2019-20 Budget. At the conclusion of the meeting, the City Council requested information on additional programs the Recreation Department could offer if it had additional funding.
- 2.) The 2nd Reading of Ordinance No. 736 adopting the final FY 2019-2020 Budget took place on June 26, 2019. During the budget adoption discussion, three additional budget items were presented and approved by the City Council to be added to the FY 2019-2020 General Fund Budget as follows:

| | |
|--------------------------------|------------------|
| Resident Vision Program | \$ 30,000 |
| Sister City Donation | \$ 6,000 |
| Recreation Programs | \$ 36,500 |
| Total Budget Additions: | \$ 72,500 |

- 3.) Resolution No. 2019-37-3121 confirms the revised FY 2019-2020 Budget, which includes the budget additions approved by the City Council during the second reading of Ordinance No. 736 on June 26, 2019.

Fiscal Impact:

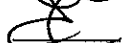
The final FY 2019-20 Budget totals are presented in Exhibit "A" included as part of Resolution No. 2019-37-3121.

The table below provides a summary of the FY 2019-20 General Fund Budget:

| | Operating Budget | Capital / One-Time | Total Budget |
|-----------------------------|-----------------------------|-------------------------------|-------------------------|
| Revenues | 20,494,350 | 1,730,000 | 22,224,350 |
| Expenditures | (20,492,610) | (799,500) | (21,292,110) |
| Surplus / (Deficit): | 1,740 | 930,500 | 932,240 |


| <u>PERS UAL Paydown Plan - City Council Approved 6/27/2018:</u> | | | |
|--|-------|-------------|-------------|
| Final CalPERS Payment | - | (5,530,000) | (5,530,000) |
| Surplus / (Deficit): | 1,740 | (4,599,500) | (4,597,760) |

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221



William K. Tam, City Manager

Attachment(s): Resolution No. 2019-37-3121
Exhibit A – FY 2019-2020 Budget Summary

RESOLUTION NO. 2019-37-3121

**A RESOLUTION OF THE CITY OF IRWINDALE CONFIRMING THE FINAL FISCAL
YEAR 2019-2020 BUDGET TOTALS
ADOPTED BY ORDINANCE ON JUNE 26, 2019**

WHEREAS, the City of Irwindale is required to adopt an annual budget before July 1st of every fiscal year by ordinance, which requires a public hearing and a second reading of the ordinance; and

WHEREAS, the public hearing and first reading of Ordinance No. 736 to adopt the FY 2019-2020 Budget took place on June 12, 2019; and

WHEREAS, the second reading of Ordinance No. 736 adopting the final FY 2019-2020 Budget took place on June 26, 2019; and

WHEREAS, during the second reading, the City Council took action to add an additional \$72,500 to the FY 2019-2020 Budget for the Resident Vision Program, Sister City Donation, and additional Recreation Programs, which is recorded in the minutes of the council meeting; and

WHEREAS, this Resolution includes as Exhibit A the revised totals for the City of Irwindale FY 2019-2020 Adopted Budget.

**NOW, THEREFORE, THE CITY OF IRWINDALE DOES HEREBY RESOLVE AS
FOLLOWS:**

SECTION 1. That the final FY 2019-2020 Budget totals adopted by the City Council by Ordinance No. 736 on June 26, 2019, and on file in the Office of the City Clerk of the City of Irwindale, are hereby recorded as listed on Exhibit A.

SECTION 2. That the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of July 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, CMC, Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-37-3121 was adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 24th day of July 2019, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

Laura M. Nieto, CMC
Chief Deputy City Clerk

Exhibit A
City of Irwindale
FY 2019-2020
Budget Summary

| Fund No | Fund | FY 2019-20 Revenues | FY 2019-20 Expenditures | Surplus (Deficit) FY 2019-20 |
|--|---|---------------------|-------------------------|------------------------------|
| <u>General Fund</u> | | | | |
| 01 | General Fund On-Going Budget | \$ 20,494,350 | \$ (20,492,610) | \$ 1,740 |
| | Capital/One-Time Items | \$ 1,730,000 | \$ (799,500) | \$ 930,500 |
| | SUB-TOTAL GENERAL FUND | \$ 22,224,350 | \$ (21,292,110) | \$ 932,240 |
| | CalPERS UAL Payment | \$ - | \$ (5,530,000) | \$ (5,530,000) |
| | TOTAL GENERAL FUND | \$ 22,224,350 | \$ (26,822,110) | \$ (4,597,760) |
| <u>Irwindale Joint Powers Authority</u> | | | | |
| 10 | Irwindale Joint Powers Authority | \$ 562,400 | \$ (562,400) | \$ - |
| <u>Irwindale Housing Authority Fund</u> | | | | |
| 11 | Irwindale Housing Authority | \$ 400 | \$ (6,180) | \$ (5,780) |
| 12 | IHA-Low/Mod Housing Asset Fund | \$ 2,825,000 | \$ (416,570) | \$ 2,408,430 |
| | TOTAL HOUSING AUTHORITY FUNDS | \$ 2,825,400 | \$ (422,750) | \$ 2,402,650 |
| <u>Mining Impact Fund</u> | | | | |
| 13 | Mining Impact On-Going Budget | \$ 3,523,250 | \$ (5,080,400) | \$ (1,557,150) |
| | Capital/One-Time Items | \$ - | \$ (2,020,630) | \$ (2,020,630) |
| | SUB-TOTAL MINING IMPACT FUND | \$ 3,523,250 | \$ (7,101,030) | \$ (3,577,780) |
| | CalPERS UAL Payment | \$ - | \$ (1,400,000) | \$ (1,400,000) |
| | TOTAL MINING IMPACT FUND | \$ 3,523,250 | \$ (8,501,030) | \$ (4,977,780) |
| <u>Reclamation Authority</u> | | | | |
| 14 | Reclamation Fund | \$ 943,990 | \$ (48,260) | \$ 895,730 |
| 19 | Olive Pit Royalty Fund | \$ 1,200,000 | \$ (2,160,000) | \$ (960,000) |
| | TOTAL RECLAMATION AUTHORITY FUNDS | \$ 2,143,990 | \$ (2,208,260) | \$ (64,270) |
| <u>Grants & Special Revenue Funds</u> | | | | |
| 15 | AB939 Recycling Fund | \$ 251,000 | \$ (236,560) | \$ 14,440 |
| 21 | State Gas Tax Fund | \$ 67,140 | \$ (67,140) | \$ - |
| 22 | Air Quality Improvement Fund | \$ 1,700 | \$ (1,700) | \$ - |
| 25 | Proposition A Fund | \$ 28,700 | \$ (28,700) | \$ - |
| 26 | Proposition C Fund | \$ 23,770 | \$ (23,770) | \$ - |
| 27 | Measure R Fund | \$ 17,830 | \$ (17,830) | \$ - |
| 28 | TDA Article 3 Fund | \$ 5,000 | \$ (5,000) | \$ - |
| 29 | Measure M Fund | \$ 20,200 | \$ (20,200) | \$ - |
| 32 | Community Development Block Grant Fund | \$ 9,910 | \$ (9,910) | \$ - |
| | TOTAL GRANT & OTHER SPECIAL REVENUE FUNDS | \$ 425,250 | \$ (410,810) | \$ 14,440 |
| <u>Assessment Districts</u> | | | | |
| 42 | CFD #1 Community Facilities District Fund | \$ 1,087,000 | \$ (1,087,000) | \$ - |
| 44 | Street Light Assmt District-IBC Fund | \$ 11,380 | \$ (11,380) | \$ - |
| 45 | Sewer Maintenance Assmt District-IBC Fund | \$ 118,350 | \$ (118,350) | \$ - |
| | TOTAL ASSESSMENT DISTRICT REVENUE FUNDS | \$ 1,216,730 | \$ (1,216,730) | \$ - |
| <u>Capital Projects Fund</u> | | | | |
| 48 | Capital Projects Fund | \$ 2,527,690 | \$ (2,855,000) | \$ (327,310) |

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Award of Contract to provide professional design services for Traffic Signal Modifications at Arrow Hwy & Irwindale Ave (P-997)

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into an agreement with Iteris, Inc. in the amount of \$29,590 for professional design services for the preparation of the Plans, Specifications and Estimate (PS&E) for Traffic Signal Modifications at Arrow Hwy & Irwindale Ave (P-997).

Background and Analysis:

Due to various development projects in the surrounding area, traffic signal and striping improvements are required to be implemented at the intersection of Arrow Highway and Irwindale Avenue.

The design services for PS&E for the Traffic Signal Modifications at Arrow Hwy & Irwindale Ave are identified as follows:

- Collect field data, prepare and implement new coordinated traffic signal timing for the following six intersections: (1) Arrow Highway/Irwindale Ave, (2) Arrow Hwy/Fourth St, (3) Arrow Hwy/Morada St, (4) Irwindale Ave/Ornelas St, (5) Irwindale Ave/Juarez St, and (6) Irwindale Ave/Calle de Paseo.
- Prepare traffic signal and signing and striping plans for Arrow Highway/Irwindale Ave for the installation of: (1) a dedicated westbound right turn lane, (2) a second southbound left turn lane, (3) ADA compliant curb ramps, and (4) video detection systems.
- Provide design support services during construction and prepare as-built plans after project completion.

On May 22, 2019, staff issued Requests for Proposals (RFP) for professional design services for the preparation of the PS&E for this project. Staff received proposals from two traffic engineering firms on June 11, 2019 with the following results:

| PROPOSALS FOR DESIGN SERVICES FOR TRAFFIC SIGNAL MODIFICATION PROJECT P-997 | | |
|--|---------|--------------|
| CONSULTANT | RANKING | FEE PROPOSAL |
| Iteris, Inc. | 1 | \$ 29,590.00 |
| W.G. Zimmerman Engineering | 2 | \$ 64,015.00 |
| Interwest Consulting Group | | No Bid |
| LLG Engineers | | No Bid |
| Intueor Consulting, Inc. | | No Bid |

Staff evaluated each proposal received and ranked them based on technical competency, project approach, experience, availability, schedule, and general quality of the proposal. Iteris, Inc. was determined to be the most qualified firm for the project and staff recommends awarding the contract for design services to them.

It is expected that the PS&E will be completed within three to four months from the execution of the agreement. Upon completion of the PS&E, the bid package will be brought to City Council for approval and authorization to advertise for construction bids.

The attached contract agreement has been reviewed and approved to form by the City Attorney's office.

Fiscal Impact:

Funding for this project was included in the CIP Budget for FY 2018/19 and carried forward to FY2019/20 (01-52-800-45300-8333).

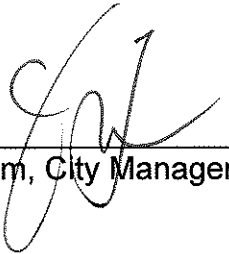
Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney Galante* (Initial of Legal Counsel)

Prepared By: Daniel Co, Assistant Engineer
Phone: (626) 430-2296

Reviewed By: Arsanious Hanna, City Engineer/Building Official


 William Tam, City Manager

Attachment(s): Contract Agreement for Professional Design Services

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
DESIGN OF INTERSECTION AND TRAFFIC SIGNAL MODIFICATIONS
AT ARROW HIGHWAY AND IRWINDALE AVENUE

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 24TH day of July, 2019, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and ITERIS, INCORPORATED, 1700 Carnegie Avenue, Santa Ana, California 92705, (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty-Nine Thousand Five Hundred Ninety and 00/100 Dollars (\$29,590.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category),

travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to fifteen percent (15%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Bernard Li, P.E., PTOE, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. William Tam, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers’ Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers’ Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant’s insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess

insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of

termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties

hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|--|----------------------------------|
| <input type="checkbox"/> INDIVIDUAL | _____ |
| <input type="checkbox"/> CORPORATE OFFICER | TITLE OR TYPE OF DOCUMENT |
| _____ | |
| TITLE(S) | |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED | _____ |
| <input type="checkbox"/> GENERAL | NUMBER OF PAGES |
| <input type="checkbox"/> ATTORNEY-IN-FACT | |
| <input type="checkbox"/> TRUSTEE(S) | _____ |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR | DATE OF DOCUMENT |
| <input type="checkbox"/> OTHER _____ | |
| _____ | |
| SIGNER IS REPRESENTING: | |
| (NAME OF PERSON(S) OR ENTITY(IES)) | SIGNER(S) OTHER THAN NAMED ABOVE |
| _____ | |
| _____ | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|--|--|
| <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> INDIVIDUAL</div><div><input type="checkbox"/> CORPORATE OFFICER</div></div> <div style="text-align: center; margin-top: 10px;">_____ TITLE(S)</div> | <div style="text-align: right; margin-bottom: 10px;">_____ TITLE OR TYPE OF DOCUMENT</div> <div style="text-align: right; margin-bottom: 10px;">_____ NUMBER OF PAGES</div> <div style="text-align: right;">_____ DATE OF DOCUMENT</div> |
| <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div> <div><input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____</div> | |

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

See Attached Proposal

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following hourly rate schedule, but not to exceed the Contract Sum of \$29,590.00.

LABOR RATES:

| | |
|-----------------------|------------|
| QA/QC, Senior Advisor | \$290/hour |
| Project Manager | \$200/hour |
| Project Engineer | \$150/hour |
| Assistant Engineer | \$120/hour |

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the above hourly rate for performance of services under this agreement. Consultant shall charge the above hourly rate for any additional work performed that is authorized by the City in writing.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

See Exhibit “A”

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Appropriation of California 911 Emergency Communication Funds for procurement of GIS Managed Services

City Manager's Recommendation:

Adopt Resolution No. 2019-36-3120, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING ESTIMATED REVENUES AND APPROPRIATING STATE OF CALIFORNIA EMERGENCY COMMUNICATIONS GRANT FUNDS IN THE AMOUNT OF \$12,890 FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) MANAGED SERVICES"** reading by title only and waiving further reading thereof, thereby appropriating 9-1-1 funds.

Background and Analysis:

In September 2010, the State of California 9-1-1 Emergency Communications Office funded an allotment for geographic information systems (GIS) services based on the police departments call volume and their commitment to answering wireless 9-1-1 calls. The City of Irwindale Police Department had been awarded \$30,000. In prior fiscal years, these funds were used for GIS software, hardware and services necessary to provide the 9-1-1 call taker with GIS mapping services. To date, the Irwindale Police Department has a balance of \$12,890 still available for expenditures related to the departments GIS system.

The purchase of GIS Managed Services from Motorola Solutions has been approved by the California 9-1-1 Emergency Communications Office. These services will provide GIS cleanup of map data and conversions to NexGen requirements for the 9-1-1 phone system.

The City of Irwindale Police Department will pay all costs up front, then seek reimbursement from the State of California 9-1-1 Emergency Communications Office. These purchases will be made in accordance with the procurement procedures of the state grant, through the State of California 9-1-1 Emergency Communications Office.

Fiscal Impact:

There will be no fiscal impact to the General Fund, as the City of Irwindale will be fully reimbursed the entire \$12,890 for the approved purchase of GIS Managed Services. Reimbursement is expected to take 90-120 days.

An appropriation of \$12,890 will be made to both an expenditure account (01-35-350-44300-0000) and a grant revenue account (01-33120).


Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically approved by City Attorney Galante* (Initial of Legal Counsel)

Prepared By/Contact: Ty Henshaw, Chief of Police

Phone: (626) 430-2234



William Tam, City Manager

Attachment(s):

Attachment A: California Emergency Communications Office TD-288 (approving purchase)

Attachment B: Resolution 2019-36-3120

State of California, California 9-1-1 Emergency Communications Office (9-1-1 Office)
COMMITMENT TO FUND 9-1-1 EQUIPMENT AND SERVICES

TD-288 (Rev. 12/06)

This Form To Be Completed By The State 9-1-1 Office Only

| | |
|---|--|
| Public Agency: Irwindale Police Department | Contractor Name: Motorola Solutions |
| Address: 5050 N Irwindale Ave | Mailing Address: |
| City, State, Zip: Irwindale, CA 91706 | City, State, Zip: |
| PSAP Manager: Lt John Fraijo | Representative: |
| E-mail Address: jfraijo@irwindaleca.gov | E-Mail Address: |
| Phone Number: 626-430-2238 | Phone Number: |
| Fax Number: | Fax Number: |

Type of Funding Request:

- () 9-1-1 Equipment () 9-1-1 Network () Ali Retrieval Circuit
 () 9-1-1 Education () Alternate Answer () 7-Digit Phone Lines
 () 9-1-1 Trunks Other: GIS Service

Description of Equipment and Services to be funded: Motorola Solutions GIS Managed Services will provide GIS cleanup of map data and conversion to NexGen requirements for the 911 phone system the associated price quote and Scope of Work. **NOTE TO PSAP: DIRECT PAYMENT FOR NON-CMAS ITEMS MUST BE MADE BY THE PSAP TO THE VENDOR. WHEN PSAP SUBMITS A TD-290, REIMBURSEMENT CLAIM TO THE STATE 9-1-1 OFFICE, A COPY OF THE INVOICE, PROOF OF PAYMENT, AND A COPY OF THIS TD-288 MUST BE ATTACHED BEFORE THE STATE CAN APPROVE FINAL REIMBURSEMENT.**

Purchase/Service Information: Include equipment or service description, quantity, part number, unit cost, installation cost, monthly cost, tax and total cost. Attach contractors quote or PSAP purchase order, where applicable.

| Description | Quantity | Service/ Eqmt. ID# | Unit Cost | Installation | Monthly Cost | Total Recurring Cost | Total Non-Recurring Cost |
|--------------------|----------|-----------------------|-----------|--------------------------|-----------------|-------------------------|-----------------------------|
| GeoValidation | 1 | | 5,000.00 | | | - | 5,000.00 |
| Server Maintenance | 1 | | 2,500.00 | | | - | 2,500.00 |
| Spillman Licensing | 1 | | 3,900.00 | | | - | 3,900.00 |
| ESRI License | 1 | | 1,500.00 | | | - | 1,500.00 |
| | | | | | | - | - |
| Agency to pay | 1 | | -13.87 | | | - | (13.87) |
| | | | | | | - | - |
| | | | | | | - | - |
| | | | | | | - | - |
| | | | | | | - | - |
| | | | | Subtotal | | - | 12,886.13 |
| | | | | Tax and Surcharge | | | |
| | | | | TOTAL APPROVED | | | \$12,886.13 |

Irwindale Using the GIS balance of \$12,886.13


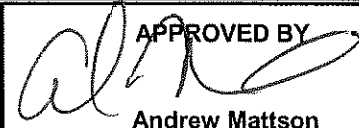
TD-288 expiration date: N/A

Fiscal Year: 2018/2019

All invoices shall refer to tracking number: 22502

Account Name: 1928/702.09

The State of California's monetary obligation under this agreement in subsequent fiscal years is subject to, and contingent upon, availability of funds in the State Emergency Telephone Account. Please be advised that this commitment to fund does not constitute a binding purchase order agreement.

| | | | |
|--|--------------------------------------|--|---------------------|
| RECOMMENDED FOR APPROVAL BY  Pavel Kioroglo | Telephone Number 916-657-9202 | APPROVED BY  Andrew Mattson | Date 6/24/19 |
|--|--------------------------------------|--|---------------------|

RESOLUTION NO. 2019-36-3120

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
RECORDING ESTIMATED REVENUES AND APPROPRIATING STATE
OF CALIFORNIA EMERGENCY COMMUNICATIONS GRANT FUNDS
IN THE AMOUNT OF \$12,890 FOR GEOGRAPHIC INFORMATION
SYSTEM (GIS) MANAGED SERVICES**

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking funds to supplement the Police Department budget by upgrading our GIS system; and

WHEREAS, the City of Irwindale received \$30,000 in 2010, and currently has a remaining balance of \$12,890 available for GIS purchase through the State of California 9-1-1 Emergency Communications Office; and

WHEREAS, these funds must be utilized by the Police Department for GIS software, hardware and/or services necessary to provide the 9-1-1 call taker with GIS mapping and/or upgrades; and

WHEREAS, this grant is on a reimbursement basis, the Police Department will pay for the costs from the appropriate fund and request reimbursement; and

WHEREAS, these purchases will be made in accordance with the procurement procedures of the state grant, through the State of California 9-1-1 Emergency Communications Office

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines, and orders as follows:

SECTION 1. The City Council hereby waives formal bidding per Section 3.44.080(F) of the Irwindale Municipal Code insofar as the requisition is consistent with state grant procurement procedures and approves the purchase of GIS Managed Services and recognizes the need for the appropriation of \$12,890 for the purchase and these expenditures will be fully reimbursed by the State of California 9-1-1 Emergency Communications Office.

SECTION 2. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 24th day of July, 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-36-3120 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 24th day of July, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Public Hearing for Sewer Maintenance and Street Lighting Maintenance Assessment Districts for the Irwindale Business Center

City Manager's Recommendation:

That the City Council:

- (1) Conduct a public hearing for public comments; and
- (2) Adopt Resolution No. 2019-38-3122 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, WITHIN THE EXISTING IRWINDALE BUSINESS CENTER SEWER MAINTENANCE DISTRICT"; and
- (3) Adopt Resolution No. 2019-39-3123 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT".

Background and Analysis:

- 1) Pursuant to City Resolution No. 2019-28-3112, an Engineer's Report for Fiscal Year 2019-2020 for the maintenance and operation and capital replacement of the City's sanitation and sewerage systems located within the Irwindale Business Center, was approved and adopted on June 26th 2019, setting a public hearing for July 24th 2019. This report, which has been filed with the City Clerk, describes the proposed Sewer Maintenance Charge for Fiscal Year 2019-2020. The Engineer's Report follows the methodology, formula or range of calculating the Sewer Maintenance Charge previously established by the City Council in Fiscal Year 2001-02.


- 2) Pursuant to City Resolution No. 2019-29-3113, an Engineer's Report for Fiscal Year 2019-2020 for the maintenance and operation of the street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District located in the Irwindale Business Center, was approved and adopted on June 26th 2019, setting a public hearing for July 24th 2019. This report, which has been filed with the City Clerk, describes the proposed Street Lighting Maintenance District for Fiscal Year 2019-2020. The Engineer's Report follows the methodology, formula or range of calculating the Street Lighting Maintenance District previously established by the City Council in Fiscal Year 2001-02.
- 3) The public hearings for the Sewer Maintenance District and Street Lighting Maintenance District have been duly noticed in accordance with applicable laws. Following completion of the respective public hearings, it is recommended that the City Council adopt the corresponding resolutions.

Fiscal Impact:

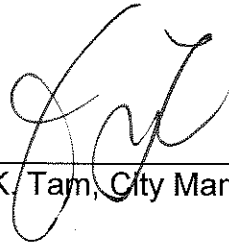
These assessments will generate funds necessary for payment of the maintenance and administration costs of the Sewer Maintenance and Street Lighting Maintenance Districts. Some staff time is eligible to be charged to this fund, which will result in a nominal revenue in the General Fund.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Eva Carreon, Finance Director/City Treasurer
Phone: (626) 430-2221



William K. Tam, City Manager

Attachment(s):

Resolution No. 2019-38-3122

Irwindale Business Center Sewer Maintenance District Engineer's Report

Resolution No. 2019-39-3123

Irwindale Business Center Street Lighting Maintenance District Engineer's Report

RESOLUTION NO. 2019-38-3122

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020,
WITHIN THE EXISTING IRWINDALE BUSINESS CENTER
SEWER MAINTENANCE DISTRICT**

WHEREAS, on or about June 28, 2001, the City Council of the City of Irwindale ("City Council") established a sewer maintenance charge for the Irwindale Business Center for fiscal years 2001-2002, the manner of levying such charge and maximum amounts to be charged for the fiscal year; and

WHEREAS, pursuant to Government Code sections 53750 et seq. a fee or charge is increased for the purposes of Article XIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

WHEREAS, pursuant to Proposition 218, in adopting the sewer and maintenance charge for the fiscal year 2001-2002, the City complied with the notice, protest, and hearing requirements of Government Code sections 53750 et seq. and Proposition 218; and

WHEREAS, an Engineer's Report entitled "Sewer Maintenance Charge (Irwindale Business Center)" ("Engineer's Report") for Fiscal Year 2019-2020 has been prepared and filed with the City Clerk and all interested persons are referred to the attached Engineer's Report for a full and detailed description of the sewer fees and charges (collectively "Sewer Maintenance Charge") and boundaries thereof, the work and the proposed amount and parcels within the boundaries subject to such Sewer Maintenance Charge; and

WHEREAS, the City Council and the City Council has duly considered each and every part of the Engineer's Report; and

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the Sewer Maintenance Charge as that approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the Sewer Maintenance Charge.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES
RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Following publication, as required by Section 5473.1 of the California Health and Safety Code, the City Council has held a duly-noticed public hearing on July 24, 2019, to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

SECTION 3. That pursuant to Section 5473.3 of the Health and Safety Code, the Engineer's Report filed with the City Clerk on June 26th 2019, is hereby approved and adopted and the Sewer Maintenance Charge is hereby determined and ordered to be the charges and fees for each legal parcel of land in the assessable parcels of land within the District for the Fiscal Year 2019-2020, for the maintenance of the City's sanitation and sewerage system within the District. The amount of the Sewer Maintenance Charge shall constitute a lien against the lots or parcels of land against which the Sewer Maintenance Charge has been imposed as provided in Section 5473.5 of the Health and Safety Code.

SECTION 4. As provided in Sections 5470 et seq. of the Health and Safety Code, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2019-2020 concerning the Sewer Maintenance Charge as part of the property tax collection procedure. The Sewer Maintenance Charge shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

SECTION 5. The City of Irwindale provides sewer services to the properties described in the Engineer's Report and the City will incur expenses for operation and maintenance of the System. The City Council does hereby determine that the public interest, convenience and necessity require that the Sewer Maintenance Charge, as proposed, be imposed upon all real properties located within Tract No. 25436 and be collected by placing the same on the tax bills issued pursuant to rolls for collection. Passage of this Resolution shall constitute the imposition of the Sewer Maintenance Charge for the fiscal year referred to in the Engineer's Report.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED, this 24th day of July 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-38-3122 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of July 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk



City of Irwindale

Sewer Maintenance Charge (Irwindale Business Center)

2019/2020 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 26, 2019

Public Hearing: July 24, 2019

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Sewer Maintenance Charge for the:

Irwindale Business Center

City of Irwindale
Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 10th day of July, 2019.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: [Signature]
Susana Hernandez
Project Manager, District Administration Services



By: [Signature]
Richard Kopecky
R. C. E. # 16742

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2019.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2019.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

To establish a revenue source based on benefit to property for funding the maintenance of public sewer facilities in the 116-acre private development, Irwindale Business Center, the City Council directed the City Engineer to facilitate the formation of the Sewer Maintenance Charge (Irwindale Business Center) (the "District") under the Health and Safety Code ("H&SC"), Sections 5470 et. seq., entitled "Sanitation and Sewerage Systems" which provides a method for collecting funds for the maintenance of sewer facilities on the property tax bills. The funding supported the maintenance of a sewer system and a lift station and the future replacement of the lift station (estimated for the year 2026) in the area known as the Irwindale Business Center.

In Fiscal Year 2001/2002, the City Council of the City of Irwindale (the "City") established the Sewer Maintenance Charge (Irwindale Business Center). The noticing and balloting requirements and other applicable provisions of Article XIID of the California State Constitution were followed with respect to the formation of the Sewer Charge. It was determined that the sewer maintenance charge was a property-related charge and should be levied upon each parcel within the boundaries of the Irwindale Business Center. A maximum charge rate of \$829.38 per benefit unit ("BU") was established for Fiscal Year 2001/2002.

The rate imposed each year will be based on the estimated cost of operations, maintenance, and future lift station replacement for that year. For any year in which all other rates imposed under the Sewer Charge are adjusted by the change in the Consumer Price Index ("CPI"), the maximum rate will also be adjusted by the CPI.

Section 5473 of the H&SC requires this Engineer's Report ("Report") to be prepared and filed with the City Clerk each year for the purpose of establishing the charge rate. The charge rate for Fiscal Year 2019/2020 is presented herein in accordance with the methodology as set forth below.

Following approval of this Report, the City Council will hold a public hearing to provide an opportunity for any interested person to be heard. At the conclusion of the public hearing, the City Council may adopt a resolution confirming the levy of the charge as proposed or as modified.

II. Description of the Improvements

The City's existing sewer system facilities in the Irwindale Business Center include approximately 7,500 L.F. of 8" to 12" VCP gravity public sewer main and a sewer lift station, (3'-6" X 14", 1400 GPM, 75 HP dry well pumps and a 12,000 gallon wet well) built to capacity for the project.

III. Estimate of Cost

The cost of operation, maintenance, servicing of the improvements and the replacement of the lift station for Fiscal Year 2019/2020, as described above, are summarized herein and described as below.

| SEWER MAINTENANCE COST ESTIMATE FOR FISCAL YEAR 2019/2020 | |
|--|------------------|
| Beginning Fund Balances (07/01/2019) | |
| Lift Station Replacement Fund Balance | <u>\$56,730</u> |
| Total Beginning Fund Balances | \$56,730 |
| Budget Items | |
| Annual Maintenance Cost (Sewer) | \$12,000 |
| Annual Maintenance Cost (Lift Station) | 10,000 |
| Engineering & Administrative Services | 17,600 |
| District Administration | 1,800 |
| Public Notice Publication | <u>450</u> |
| Maintenance & Administration Costs | \$41,850 |
| Replace Lift Station / Bypass System ⁽¹⁾ | \$23,919 |
| Loan Repayment ⁽²⁾ | 75,000 |
| Loan Interest Expense | <u>1,500</u> |
| Balance to Levy⁽³⁾ | \$142,269 |
| Total BU | 110.58 |
| Levy per BU FY 2019/2020 | \$1,286.54 |
| Max Rate per BU FY 2019/2020 | \$1,286.54 |
| Estimated Ending Fund Balances (06/30/2020) | |
| Lift Station Replacement Fund Balance ⁽¹⁾ | <u>\$80,650</u> |
| Total Ending Fund Balances | \$80,650 |

(1) Annual cost for the replacement of the lift station at the end of its useful life estimated to occur in the year 2016. This cost was estimated to be \$750,000 in 2000. Due to increased equipment, material, and labor costs in 2007 the Los Angeles County Maintenance Division recommended a 30% increase to this estimate to a cost of replacement of \$975,000. In addition, in 2014 the Los Angeles County Maintenance Division recommended construction of a bypass system to allow for continuous operation while routine maintenance continues to be performed on the gravity sewer main. Furthermore, the replacement of the station sewer piping shall use stainless steel pipes instead of ductile iron pipes. This increased the cost from \$975,000 to \$1,325,000. The replacement of the gravity sewer main was scheduled to begin in Fiscal Year 2014/2015 and was estimated to be completed in 2-3 years. As such, the total amount to collect became \$1,325,000 - \$825,000 (Collected through Fiscal Year 2013/2014) = \$500,000 over the next 6 years starting Fiscal Year 2014/2015. Annual charge starting Fiscal Year 2014/2015 = \$500,000/6 years = \$83,333.33 per year. However, the City unexpectedly did emergency repair and replacement in Fiscal Year 2014/2015, as explained below, which depleted the funds. The City will continue to collect toward the Lift Station replacement to the maximum capacity allowed in order to replenish the fund.

- (2) In Fiscal Year 2014/2015, the City replaced two deteriorated 10" main sewer discharge pipes at the lift station with two 8" high-density polyethylene pipes to prevent sewer spillage and to resume normal operations of the station. These two main sewer discharge pipes extend from the lift station along Charter Street and Tapia Street and the two main lines connect to the County Sanitation District Sewer Main line on Irwindale Avenue. The fund balance in the District did not have sufficient funds to cover the entire cost of the project. The City Council approved a loan from the General Fund in the amount of \$375,000 to be paid off over 5 years with interest to cover this cost. First year loan repayment to start in Fiscal Year 2015/2016 and end in Fiscal Year 2020/2021
- (3) The net amount to be assessed upon assessable lands within the District being the total operating, maintaining, and servicing costs. Actual levy to the Los Angeles County will vary due to rounding.

IV. Method of Apportionment and Rate Calculator

The land use for all of the parcels within the boundaries of the Sewer Maintenance Charge area as the area fully develops will be industrial. It has been determined that the sewer maintenance charge is a property related charge, and that a charge based on parcel acreage is a reasonable method for apportioning the maintenance costs. The special benefit will be expressed as a Benefit Unit ("BU"). For every parcel one benefit unit (1.00 BU) will be assigned per acre.

- Developed and undeveloped parcels will be assessed one (1) benefit unit per acre.
- Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements.

The sewer lift station located on parcel 8417-036-900, the storm water detention basin on parcel 8417-027-094 which later became parcel 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the sewer system, and are exempt from the maintenance charge.

Southern California Edison has purchased parcel 8417-036-002 which became 8417-036-800. This parcel is not exempt from the Sewer Maintenance Charge and is assessed as parcel 9014-800-001(State Board of Equalization assigned parcel number or "SBE").

| | Parcels | Acreage | Benefit Units |
|---------------------------|-----------|----------------|----------------|
| Developed and Undeveloped | 23 | 110.583 | 110.583 |
| Exempt | 3 | 2.374 | 0 |
| Total | 26 | 112.957 | 110.583 |

The Fiscal Year 2019/2020 Sewer Maintenance Charge rate is calculated as follows:

The Maximum Allowable Assessment rate for Fiscal Year 2019/2020 is \$1,286.54 The rate is calculated by adjusting the maximum rate established for Fiscal Year 2001-02 of \$829.38 per BU by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim, Area for the prior year (CPI April 2001 = 176.60, CPI April 2019=273.94, increase of 55.12% cumulatively).

Sewer Maintenance Total Costs: \$142,269

Sewer Maintenance Charge Rate Fiscal Year 2019/2020:

$\$142,269 \div 110.583 \text{ Total BU} = \$1,286.54/\text{BU}$

Maximum Sewer Maintenance Charge Rate: \$1,286.54 /BU

This maximum rate reflects the April 2018 to April 2019 CPI increase of 3.33% over last year's maximum rate of \$1,244.98.

City of Irwindale Sewer Maintenance District (Irwindale Business Center)

The map shows the Irwindale Business Center Sewer Maintenance District. The district boundary is indicated by a thick, dashed line. Major roads shown include Arrow Hwy at the top, Irwindale Ave on the right, Huston St at the bottom, and 4th St on the left. Winton St is shown as a smaller road branching off from the district boundary. A legend in the top right corner identifies the thick dashed line as the 'District Boundary'. A north arrow and the text 'NOT TO SCALE' are located in the bottom right corner.

Legend
District Boundary

NOT TO SCALE

Arrow Hwy
Irwindale Ave
Huston St
Winton St
4th St

The location and dimensions of easements within the district, see the
Arroyo County Subdivisions (1991) maps filed in Book 8417 Page 27,
in 25 and Page 35, which are hereby made part of this document.

VI. 2019/2020 Assessment Roll

The proposed Fiscal Year 2019/2020 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

| City of Irwindale Sewer Maintenance Charge (Irwindale Business Center) Fiscal Year 2019/2020 Preliminary Assessment Roll | | | | | | |
|---|----------------------|------------------------|----------------------------|---------------|---------------------|-----------|
| Assessor's Parcel Number | Situs Address | Taxable Acreage | Benefit Unit Factor | EBU | Charge | |
| 8417-027-088 | 4775 IRWINDALE AVE | 5.41 | 1.00 | 5.41 | \$6,960.18 | |
| 8417-027-089 | 15800 TAPIA ST | 3.87 | 1.00 | 3.87 | 4,978.91 | |
| 8417-027-090 | 4821 CHARTER ST | 6.49 | 1.00 | 6.49 | 8,349.64 | |
| 8417-027-091 | 4889 4TH ST | 10.73 | 1.00 | 10.73 | 13,804.57 | |
| 8417-027-092 | 4821 4TH ST | 3.03 | 1.00 | 3.03 | 3,898.22 | |
| 8417-027-093 | 4818 4TH ST | 4.77 | 1.00 | 4.77 | 6,136.80 | |
| 8417-035-006 | 5091 4TH ST | 15.01 | 1.00 | 15.01 | 19,310.97 | |
| 8417-035-007 | 4981 4TH ST | 8.03 | 1.00 | 8.03 | 10,330.92 | |
| 8417-035-008 | 4982 4TH ST | 2.02 | 1.00 | 2.02 | 2,598.81 | |
| 8417-035-009 | 5012 4TH ST | 2.14 | 1.00 | 2.14 | 2,753.20 | |
| 8417-035-010 | 5082 4TH ST | 5.82 | 1.00 | 5.82 | 7,487.66 | |
| 8417-035-011 | 5086 4TH ST | 4.66 | 1.00 | 4.66 | 5,995.28 | |
| 8417-035-012 | 15751 TAPIA ST | 4.17 | 1.00 | 4.17 | 5,364.87 | |
| 8417-035-013 | 15761 TAPIA ST | 8.68 | 1.00 | 8.68 | 11,167.17 | |
| 8417-035-014 | 5027 IRWINDALE AVE | 1.79 | 1.00 | 1.79 | 2,302.91 | |
| 8417-035-015 | 4981 IRWINDALE AVE | 1.98 | 1.00 | 1.98 | 2,547.35 | |
| 8417-035-022 | 15612 ARROW HWY | 0.78 | 1.00 | 0.78 | 1,003.50 | |
| 8417-035-023 | 15642 ARROW HWY | 1.95 | 1.00 | 1.95 | 2,508.75 | |
| 8417-035-024 | 15662 ARROW HWY | 0.72 | 1.00 | 0.72 | 919.88 | |
| 8417-035-028 | 15700 ARROW HWY | 1.18 | 1.00 | 1.18 | 1,518.12 | |
| 8417-035-029 | 15716 ARROW HWY | 0.46 | 1.00 | 0.46 | 590.52 | |
| 8417-036-001 | 4781 IRWINDALE AVE | 9.92 | 1.00 | 9.92 | 12,765.05 | |
| 8417-036-800 ⁽¹⁾ | 4777 IRWINDALE AVE | 6.98 | 1.00 | 6.98 | 8,976.18 | |
| Total: | | 110.58 | | 110.58 | \$142,269.46 | |
| Parcel Count: | | | | | | 23 |

⁽¹⁾ Assessment for Southern California Edison's parcel was submitted under the company's SBE account 9014-800-001

RESOLUTION NO. 2019-39-3123

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020,
WITHIN THE EXISTING IRWINDALE BUSINESS CENTER
STREET LIGHTING MAINTENANCE DISTRICT**

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES RESOLVE AS
FOLLOWS:

Section 1. Recitals. The City Council of the City of Irwindale does hereby find, determine and declare, as follows:

- (a) On June 28, 2001, the City Council of the City of Irwindale (the "City Council") adopted its Resolution forming the Irwindale Street Lighting Maintenance District (the "District") and the levy and collection of assessments therein as set forth in an engineer's report adopted by the City Council and prepared for fiscal year 2001-2002; and
- (b) The improvements to be maintained within the existing District are generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District; and
- (c) On June 26th 2019, the City Council adopted Resolution 2019-29-3113 approving the Engineer's Report for Fiscal Year 2019-2020 ("Engineer's Report") and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Article 4 of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act," and together with Proposition 218, collectively, the "Assessment Law"), the City Council declared its intent to levy and collect assessments for Fiscal Year 2019-2020 within the District, and set a time and place for a public hearing; and
- (d) All noticing requirements relating to the adoption of the Engineer's Report were complied with in the time, form and manner as required by the Assessment Law, unless otherwise waived as permitted thereunder; and
- (e) The City Council held a duly-noticed public hearing on July 24, 2019 and considered all oral and written protests, determined that a majority protest did not exist and overruled all such oral and written protests, if any, against the proposed work or assessment made by any interested person; and
- (f) The City Council, having duly received and considered oral and

documentary evidence concerning the jurisdictional facts in this proceeding and concerning the necessity for the contemplated work and benefits to be derived therefrom, has acquired jurisdiction to order the proposed assessment.

Section 2. The Engineer's Report attached hereto, and on file with the City Clerk, and each component part of it, including each exhibit incorporated by reference, as amended, if applicable, is hereby finally approved and adopted.

Section 3. The diagram and assessment prepared in connection with the District are hereby confirmed. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, street lighting and facilities which are appurtenant thereto. Reference is made to the attached Engineer's Report for a more detailed description of the work to be done, the amount of the proposed assessments and the method of assessment.

Section 4. The public interest and convenience requires the ordering of the levy of the assessments for the District for Fiscal Year 2019-2020 and the City Council hereby orders the levy of assessments therein, as set forth and described in the Engineer's Report.

Section 5. The adoption of this Resolution constitutes the levy of the assessments for the District as set forth in the Engineer's Report for Fiscal Year 2019-2020.

Section 6. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 24th day of July 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF IRWINDALE)

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-39-3123 was duly passed and adopted at a regular meeting of the Irwindale City Council held on the 24th day of July 2019, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk



City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2019/2020 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 26, 2019

Public Hearing: July 24, 2019

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:
Street Lighting Maintenance District
(Irwindale Business Center)

City of Irwindale
Los Angeles County, State of California

This Report describes the Street Lighting Maintenance District including the improvements, budget, parcels and assessments to be levied for Fiscal Year 2019/2020, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 10th day of July, 2019.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: [Signature]
Susana Hernandez
Project Manager, District Administration Services

By: [Signature]
Richard Kopecky
R. C. E. # 16742



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2019.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2019.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

This Engineer's Report ("Report") has been prepared pursuant to and in compliance with the requirements of Article 4, Chapter 1, of the Landscaping and Lighting Act of 1972 (the "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the Constitution of the State of California, in Fiscal Year 2001/2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) ("District") to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the District are appurtenant thereto within and benefiting all assessable parcels of land within the District.

Noticing and balloting requirements and other applicable provisions of Article XIID of the California State Constitution were followed with respect to the formation of the District. The assessment to be levied upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from street light maintenance. A maximum assessment rate of \$97.29 per Benefit Unit ("BU") was established for Fiscal Year 2001/2002. For any year in which all other rates imposed under the District are adjusted by the change in the Consumer Price Index, the maximum rate will also be adjusted by the Consumer Price Index.

II. Facilities Maintained by the District

A) Street Lighting

The public street lighting system within the proposed District boundaries is owned by the Southern California Edison Company and currently consists of 22 lights, as shown below:

| No. of Lights | Size in Lumens | Type of Light |
|---------------|----------------|----------------------------------|
| 22 | 16,000 | High Pressure Sodium Vapor Lamps |

III. Plans and Specifications

A) Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

The improvements are the operation, maintenance, rehabilitation and servicing of lighting and appurtenant facilities. The facilities and improvements are described as follows:

B) Lighting and Appurtenant Facilities

Street lighting improvements include but are not limited to: poles, fixtures, bulbs, conduits, and conductors, equipment including guys, anchors, posts and pedestals, metering devices, and appurtenant facilities as required to provide safety lighting and traffic signals in public rights-of-way and dedicated easements within the boundaries of the District.

The public lighting system will be maintained to provide adequate illumination. Power for street lights will be furnished by the Southern California Edison Company, or such agency as determined by the City.

C) Operation

Operation includes, but is not limited to, the furnishing of personnel, electrical energy, materials, contracting services, administration, and other items and functions necessary for the satisfactory operation of the public lighting facilities and appurtenant facilities.

D) Maintenance

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public lighting facilities and appurtenant facilities.

E) Rehabilitation

Rehabilitation means the repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities as required for their intended function.

F) Servicing

Servicing means the maintenance of any of the public lighting facilities or appurtenant facilities, and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference herein made a part of this Report.

IV. Estimate of Cost

The cost of the operation, maintenance, rehabilitation, and servicing of the improvements for Fiscal Year 2019/2020, as described in Part III, are summarized herein and described below the table.

| STREET LIGHTING MAINTENANCE COST ESTIMATE FOR FY 2019/2020 | |
|--|-----------------|
| REVENUE | |
| Beginning Fund Balance (7/01/2019) ⁽¹⁾ | \$24,916 |
| Assessments (FY 2019/2020) ⁽²⁾ | 11,380 |
| Total Revenue | \$36,296 |
| EXPENDITURES ⁽³⁾ | |
| Utilities | |
| 22 Street Lights (16,000 lumens) | |
| High Pressure Sodium Vapor Lamps | \$2,450 |
| Energy Charge Per Lamp | 520 |
| Anticipated SCE rate (Increase in FY 2019/2020) | 0 |
| Reserve (Fund Balance is able to offset unexpected utility) ⁽⁴⁾ | 0 |
| Assessment Engineering Services | 1,800 |
| District Administration | 6,410 |
| LA County Assessor's - Admin Fee | 0 |
| Public Notice Publication | 200 |
| Total Expenditures | \$11,380 |
| Estimated Fund Balance (6/30/2020) | \$24,916 |
| Assessment per Benefit Unit ⁽⁵⁾ | \$102.72 |
| Maximum Assessment per Benefit Unit | \$150.91 |
| Max Rate Per BU FY 2019/2020 | \$150.91 |
| Levy per BU FY 2019/2020 | \$102.72 |
| BU | 110.79 |

Revenues

- (1) The amount of any surplus or deficit in the improvement fund to be carried over from a previous Fiscal Year.
- (2) The net amount to be assessed upon assessable lands within the District being the total operation, maintenance, and servicing costs. Actual levy to the County will vary slightly due to rounding.

Expenditures

- (3) The total costs for improvements to be made for the year, being the total costs of operation, maintenance, and servicing all existing improvements, including all incidental expenses.
- (4) The expenditures may include a reserve that shall not exceed the estimated costs of maintenance and servicing to December 10 when the City expects to receive its apportionment of assessments from the Los Angeles County. For this Fiscal Year the reserve is not part of the assessment since the fund balance is enough to cover those costs.
- (5) A 1% decrease, from fiscal year 2018/2019, in the assessment rate per BU for Fiscal Year 2019/2020 is due to energy cost reduction.

V. Method of Apportionment of Assessment

A) General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation, and servicing of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

In addition, Article XIID of the Constitution of the State of California requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

B) Proposition 218 Benefit Analysis

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2(d) defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIID Section 2(i) defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIID Section 4(a) defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public

improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel’s proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C) Apportionment By Parcel Size

Acreage has been selected as the principal unit for calculating the special benefit conferred upon the parcels by the street lighting improvements and for apportioning the total assessment. The special benefit will be expressed as Benefit Unit (BU). Every parcel will be assigned one benefit unit (1.0 BU) per acre.

- **All developed and undeveloped parcels.** All parcels will be assessed one (1) benefit unit per acre.
- **Exempt.** Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements. The storm water detention basin on parcel 8417-027-094, which became 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the lighting system and are exempt from the lighting assessment.

Southern California Edison has purchased parcel 8417-036-002, which became 8417-036-800. This parcel is not exempt from the lighting assessment and is assessed as State Board of Equalization ("SBE") parcel 9014-800-001.

The sewer lift station located on parcel 8417-036-900 benefits: therefore, it is not exempt and is included in the lighting assessment.

A summary of Benefit Unit (BU) rates is shown in the table below:

| <u>Land-Use Category</u> | <u>Basic Unit</u> | <u>BU Factor</u> | <u>BU Rates</u> |
|--------------------------|-------------------|------------------|-----------------|
| Exempt | 0 acres X | 0.0 | = 0.0 BU/Acre |
| All other | 1 acres X | 1.0 | = 1.0 BU/Acre |

D) Special Benefit Determination

Street Lighting: Proper maintenance and operation of the street lighting system benefits all properties by enhancing overall safety, mitigating crime, alleviating the fear of crime, and promoting business and industry.

Street lighting provides special and direct benefit to all properties within the District as these lighting benefits are directly related to the positive enhancement of the area and therefore increase property desirability.

E) Assessment Rate Calculation

The Maximum Allowable Assessment rate for Fiscal Year 2019/2020 is \$150.91. This rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/2002 of \$97.29 per Benefit Unit by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The maximum rate reflects the April 2018 to April 2019 CPI increase of 3.33% over Fiscal Year 2018/2019 maximum rate of \$146.04.

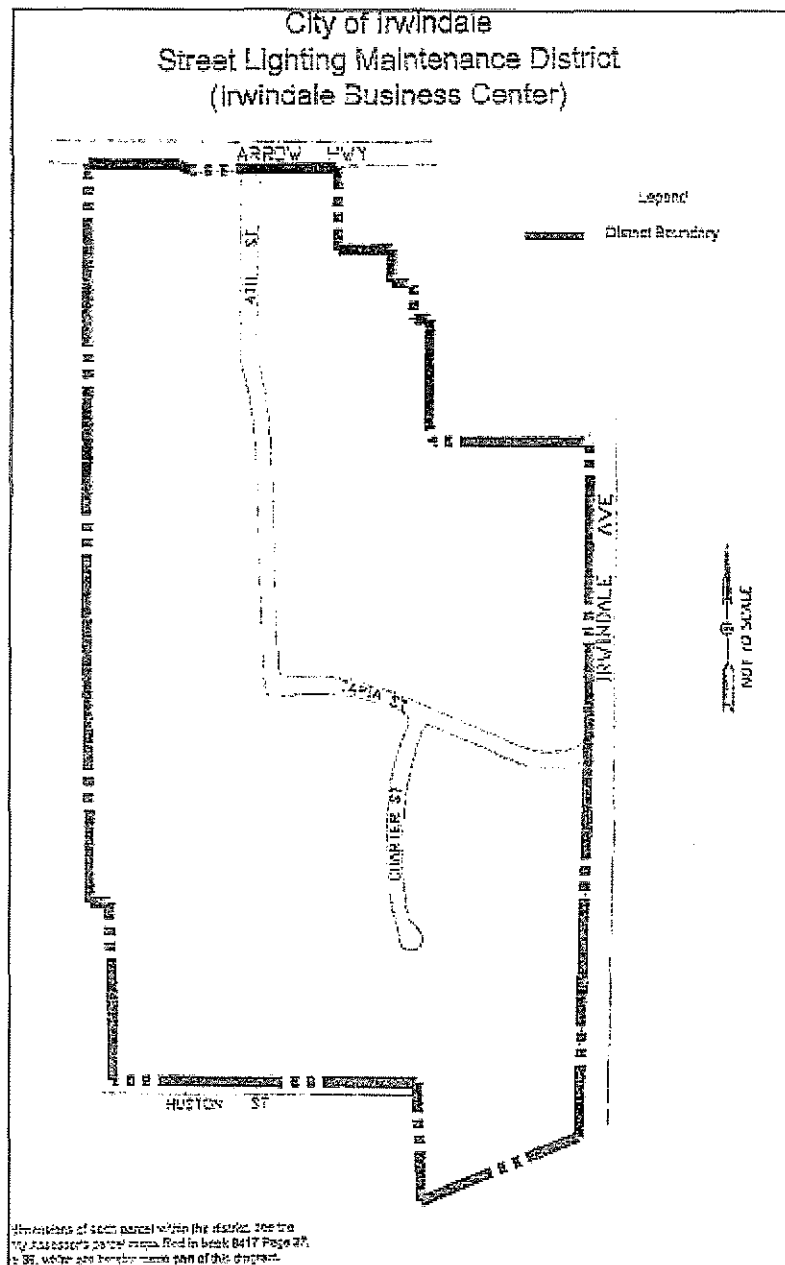
| Land use | Parcels | Acreage | Benefit Units |
|-------------------------------|-----------|---------------|---------------|
| All Developed and Undeveloped | 24 | 110.79 | 110.79 |
| Exempt | 2 | 2.17 | 0.00 |
| Total | 26 | 112.96 | 110.79 |

As shown in the budget in section IV, the assessment rate for Fiscal Year 2019/2020 is \$102.72 per BU. The decrease in assessment rate per benefit unit for Fiscal Year 2019/2020 is due to the reduction in light cost.

Each year, as the City maintains the existing street lighting improvements, the rate per BU will be calculated according to the current year's operations and maintenance budget.

VI. Boundary Map

The lines and dimensions of each lot or parcel within the Street Lighting Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VII. Assessment Roll

The proposed Fiscal Year 2019/2020 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

| City of Irwindale Street Landscape Maintenance District Charge (Irwindale Business Center) Fiscal Year 2019/2020 Preliminary Assessment Roll | | | | | | |
|---|--------------------|-----------------|---------------------|---------------|--------------------|-----------|
| APN ⁽¹⁾ | Situs Address | Taxable Acreage | Benefit Unit Factor | EBU | Charge | |
| 8417-027-088 | 4775 IRWINDALE AVE | 5.41 | 1.00 | 5.41 | \$555.72 | |
| 8417-027-089 | 15800 TAPIA ST | 3.87 | 1.00 | 3.87 | 397.53 | |
| 8417-027-090 | 4821 CHARTER ST | 6.49 | 1.00 | 6.49 | 666.65 | |
| 8417-027-091 | 4889 4TH ST | 10.73 | 1.00 | 10.73 | 1,102.19 | |
| 8417-027-092 | 4821 4TH ST | 3.03 | 1.00 | 3.03 | 311.24 | |
| 8417-027-093 | 4818 4TH ST | 4.77 | 1.00 | 4.77 | 489.97 | |
| 8417-035-006 | 5091 4TH ST | 15.01 | 1.00 | 15.01 | 1,541.83 | |
| 8417-035-007 | 4981 4TH ST | 8.03 | 1.00 | 8.03 | 824.84 | |
| 8417-035-008 | 4982 4TH ST | 2.02 | 1.00 | 2.02 | 207.49 | |
| 8417-035-009 | 5012 4TH ST | 2.14 | 1.00 | 2.14 | 219.82 | |
| 8417-035-010 | 5082 4TH ST | 5.82 | 1.00 | 5.82 | 597.83 | |
| 8417-035-011 | 5086 4TH ST | 4.66 | 1.00 | 4.66 | 478.68 | |
| 8417-035-012 | 15751 TAPIA ST | 4.17 | 1.00 | 4.17 | 428.34 | |
| 8417-035-013 | 15761 TAPIA ST | 8.68 | 1.00 | 8.68 | 891.61 | |
| 8417-035-014 | 5027 IRWINDALE AVE | 1.79 | 1.00 | 1.79 | 183.87 | |
| 8417-035-015 | 4981 IRWINDALE AVE | 1.98 | 1.00 | 1.98 | 203.39 | |
| 8417-035-022 | 15612 ARROW HWY | 0.78 | 1.00 | 0.78 | 80.12 | |
| 8417-035-023 | 15642 ARROW HWY | 1.95 | 1.00 | 1.95 | 200.30 | |
| 8417-035-024 | 15662 ARROW HWY | 0.72 | 1.00 | 0.72 | 73.44 | |
| 8417-035-028 | 15700 ARROW HWY | 1.18 | 1.00 | 1.18 | 121.21 | |
| 8417-035-029 | 15716 ARROW HWY | 0.46 | 1.00 | 0.46 | 47.15 | |
| 8417-036-001 | 4781 IRWINDALE AVE | 9.92 | 1.00 | 9.92 | 1,019.19 | |
| 8417-036-800 ⁽¹⁾ | 4777 IRWINDALE AVE | 6.98 | 1.00 | 6.98 | 716.99 | |
| 8417-036-900 | NO SITUS AVAILABLE | 0.20 | 1.00 | 0.20 | 20.54 | |
| Total: | | 110.79 | | 110.79 | \$11,379.94 | |
| Parcel Count: | | | | | | 24 |

⁽¹⁾ Assessment for Southern California Edison's parcel is submitted under the company's SBE account 9014-800-001

Note: Totals may not foot and total Balance to Levy differs slightly from assessment roll due to rounding.

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
 To: Honorable Mayor and Members of the City Council
 From: William Tam, City Manager
 Issue: Consideration of opening swimming pool through the end of September

City Manager's Recommendation:

For the City Council to provide direction regarding the closure date for the swimming pool, changing it from Sunday, August 18th to Sunday, September 2nd. Should the City Council elect to approve the extension, staff will need to implement the change and make the appropriate updates to all promotional materials and signage including documents, flyers and the city website. The extension would include weekday night swim and weekend day swim.

Analysis:

The swimming pool is currently open the Saturday after school ends (Covina Valley Unified School District) and closes the Sunday before school starts (CVUSD) for a total of 72 operating days. At the request of City Council, staff is providing the cost analysis for the pool to be open thru the 2nd of September, adding 15 operating days, for a total of 87 operating days. The swimming pool is currently open seven days a week as follows:

| | <u>Day Shift</u> | <u>Night Shift</u> |
|-----------|------------------|--------------------|
| Sunday | 12p – 4p | |
| Monday | 12p – 4p | 6p – 9p |
| Tuesday | 12p – 3p* | 6p – 9p |
| Wednesday | 12p – 4p | 6p – 9p |
| Thursday | 12p – 3p* | 6p – 9p |
| Friday | 12p – 4p | 6p – 9p |
| Saturday | 12p – 4p | |

*Senior Splash will begin in August and Rock-Abilities will begin in Summer 2020
as approved by City Council on June 26, 2019

The Recreation Department maintains records on resident vs non resident attendance for recreational swimming. Over the past 3 years, on average, attendance is, 5% resident usage vs 95% non resident usage. The breakdown is as follows:

| | <u>Resident</u> | <u>Non Resident</u> |
|-------|-----------------|---------------------|
| 2016 | 605 | 12,500 |
| 2017 | 763 | 13,355 |
| 2018 | 895 | 14,139 |
| TOTAL | 2,263 | 39,994 |

The cost of opening the pool thru the 2nd of September (15 days) is listed as follows:

| | |
|----------------------------|--|
| Additional days offered | 15 days |
| Hours opened | 6p – 9p (Mon – Fri) and 12p – 4p (Sun/Sat) |
| Staff needed per shift: | |
| Assistant Pool Manager (1) | \$ 1,110 |
| Senior Pool Guards (2) | \$ 1,700 |
| Lifeguards (4) | \$ 3,090 |
| Cashier (1) | \$ 720 |
| Attendant (1) | \$ 720 |
| | <u>\$7,340</u> |

In addition to wages, the City would need to extend our maintenance contract with Caliber pool, our Certified Pool Operator to include the two (2) additional weeks at a total cost of \$720 which will need to be added to our Pool Budget - with a combined cost of \$8,060, the projected breakdown of cost would be \$403 for residents and \$7,657 for non residents based on usage percentages over a three year period.

Requests have been made in previous years to open the pool thru Labor Day. With Council direction we had done so, finding that there were days when we had a total of 2 patrons in attendance. In addition to the beginning of the school year, students are engaged in various activities, such as fall sports, which may be the reason our attendance is so low during that extension period.


Over the past two years, staff has looked at ways to provide further Aquatics opportunities for our popular programs such as Aquafitness and Lap Swimming. Last year we began Spring Aquafitness / Lap Swimming and found it to be a very popular addition as the numbers have doubled this year. We are currently working on extending those programs thru the month of September.

Fiscal Impact:

Should the City Council approve opening the swimming pool thru September 2nd for a total of 15 additional days, the total cost including \$7,340 in employee wages and \$720 in maintenance/supplies as reflected above would be \$8,060. The amount would be charged to the General Fund and staff has determined that this could be absorbed as part of the existing FY 19/20 Adopted General Fund Budget. The total cost will be reviewed after the summer program has ended and should an adjustment be necessary, it can be included as part of the mid year report presented to Council.

Review:

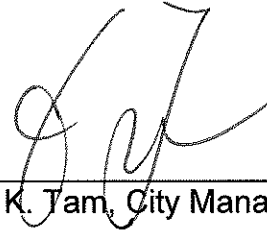
Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Priscilla Zepeda, Recreation Manager

Phone:

(626)430-2226

A handwritten signature in black ink, appearing to be 'W. K. Tam', written over a horizontal line.

William K. Tam, City Manager

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Consideration of changing Beach trip days

City Manager's Recommendation:

For the City Council to provide direction regarding the possible change in days that the Beach trips are offered thru the Recreation Department, moving them from Wednesdays to Thursdays. Should the City Council elect to approve the change in days, staff will need to implement the change and make the appropriate updates to all promotional materials and signage including documents, flyers and the City website. The change would affect our final trip of the summer as registration for the last beach trip in July has already begun.

Background and Analysis:

The Recreation Department offers weekly Beach trips during the summer months, beginning the last week in June. In the summer of 2016, the days in which Beach trips were offered moved from Thursdays to Wednesdays. This change was made in response to regular attendees who felt rushed when they came home from the beach trips at 5 p.m. with Music in the Park beginning at 7 p.m. No trips or events were scheduled on Wednesdays so staff elected to move the beach trips to Wednesdays to allow our patrons the leisure to attend both the Beach trips and Music in the Park. Over the past three years, our average attendance number has increased since the change in days. 75% of our attendees for our weekly Beach trips are residents and 85% of our attendees are 13 years of age or older.

Staff maintains records on all our trips thru the RecPro program. On average one trip is cancelled per summer, usually the first trip of the season, in June. Since the day change, our average attendance is as follows:

| <u>Year</u> | <u>Attendees</u> |
|-------------|------------------|
| 2015 | 20 |
| 2016 | 18 |
| 2017 | 25 |
| 2018 | 22 |
| 2019 | 21 |

Should Council elect to change the Beach trip day, it may affect other Community Service programs. Our Public Library has 185 participants in their Summer Reading Program. On Thursdays, the Summer Reading Program offers a weekly Special Event at 4 p.m. and has an average attendance of 45 participants. The Summer Reading Program is

scheduled for Thursdays to allow our patrons the opportunity to attend recreation programs, Beach trips and Music in the Park.

There are two trips remaining for this summer season, July 31st and August 7th. Should the Council elect to change the Beach trip from Wednesday to Thursday, the change would become effective for the Beach trip occurring on August 7th as the Recreation Department is currently taking registration for the July 31st Beach trip.

Fiscal Impact:


None

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (7/17/19 electronically approved by F. Galante) (Initial of Legal Counsel)

Prepared By/Contact: Priscilla Zepeda, Recreation Manager
Phone: (626)430-2226



William K. Tam, City Manager

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

APRIL 15, 2019
WEDNESDAY
9:03 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

Also present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Fred Galante, City Attorney; Ty Henshaw, Police Chief; Eva Carreon, Finance Director; Arsanious Hanna, City Engineer; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

DENA ZEPEDA

Dena Zepeda requested that a workshop be held to discuss properties on Vincent.

COUNCILMEMBER GARCIA

Councilmember Garcia requested that the parking lot lighting at the Irwindale Business Center on Arrow Highway, to which City Manager Tam advised that this would be looked into.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:04 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



| Check No | Vendor No | Vendor Name | Check Date | Check Amount | |
|--------------------------|-----------|-------------|----------------------------|--------------|----------|
| | 68833 | ALESHIRE | Aleshire & Wynder, LLP | 06/24/2019 | 4,382.00 |
| | 68834 | ROSENO | Rosenow Spevacek Group Inc | 06/24/2019 | 400.00 |
| Report Total (2 checks): | | | | 4,782.00 | |

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|--------------------------|-----------|-------------|------------|--------------|
| 68921 | FEDEX | FedEx | 07/10/2019 | 5.84 |
| Report Total (1 checks): | | | | 5.84 |

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

APRIL 15, 2019
MONDAY
5:30 P.M.

The Irwindale **HOUSING AUTHORITY** met in special session at the above time and place.

ROLL CALL:

Present: Board Members Mark A. Breceda, Manuel R. Garcia,
H. Manuel Ortiz; Vice Chair Larry G. Burrola; Chair Albert F. Ambriz

Also present: William Tam, Executive Director; Fred Galante, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Eva Carreon, Finance Director; Arsanious Hanna, City Engineer; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: Las Casitas – 5164 Ayon Avenue
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms of potential sale

ACTION: Update provided; no further reportable action taken

Property: 4605 N. Nora Avenue
APN 8417-002-050
Negotiating Parties: Housing Authority and IMD
Under Negotiation: Price and terms of sale

ACTION: Update provided, direction given; no further reportable action taken (Board Members Garcia and Ortiz abstained, left the Closed Session room, and did not participate)

**RECONVENE IN
OPEN SESSION**

At 9:04 p.m., the Housing Authority reconvened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

No items on Consent Calendar; no action taken.

NEW BUSINESS

ITEM NO. 2A
IRWINDALE
HOUSING AUTHORITY
ACTIVITY REPORT

IRWINDALE HOUSING AUTHORITY ACTIVITY REPORT

- ASSISTANT EXECUTIVE DIRECTOR OLIVARES** Assistant Executive Director Olivares discussed the staff report and made a PowerPoint presentation outlining: 1) the impact of the dissolution of the Irwindale Community Redevelopment Agency on affordable housing, 2) housing production goals, 3) SB 341 report requirements, 4) current and projected fund balance, and 5) Housing Element and future projects.
- BOARD MEMBER ORTIZ** Responding to several questions by Board Member Ortiz, Assistant Executive Director Olivares advised that the housing funding will be reduced to about \$6 million after the current housing project, which is not sufficient for another housing project such as the ones Irwindale is accustomed to, although the Housing Authority may partner with another organization to provide higher-density housing. She added that no other land is owned by the Housing Authority with the exception of the parcel on Nora.
- Board Member Ortiz expressed concern over the lack of funding, to which Assistant Executive Director Olivares indicated that the state is focusing on addressing homelessness issues and has a desire to create programs that will benefit the homeless or extremely-low income individuals. Irwindale, however, has been unique in that it has been able to provide home-ownership to households of all income levels.
- BOARD ATTORNEY GALANTE** Board Attorney Galante spoke on state legislation to address housing issues and indicated that the state has made the process difficult since it is requiring high-density housing but is not providing funding.
- ASSISTANT EXECUTIVE DIRECTOR OLIVARES** Assistant Executive Director Olivares spoke on the Regional Housing Needs Assessment, state expectations, and SB341 requirements.
- CHAIR AMBRIZ** Chair Ambriz suggested directing staff to research other ways that affordable housing projects could be developed.
- BOARD MEMBER BRECEDA** Board Member Breceda asked about the guidelines for future projects, to which Assistant Executive Director Olivares advised that the guidelines the Housing Authority has utilized in the past may need to be amended to conform with requirements of the organizations that the Authority would partner with.

BOARD MEMBER
GARCIA

Board Member Garcia added that the state is also making it easier for developers to supersede city conditions for housing.

DENA ZEPEDA

Dena Zepeda asked whether Housing Authority funds could be used by private individuals in order to renovate their garages to rent out to others, to which Board Attorney Galante advised that, although ordinances have been approved to facilitate the development of granny units, there is no funding available to provide to private individuals.

ROBERT DIAZ

Robert Diaz asked whether agencies can exchange funds, to which Board Attorney Galante indicated that not many agencies have funds at this point.

CARMEN ROMAN

Responding to a question by Carmen Roman, Assistant Executive Director Olivares indicated that the Housing Authority is not working on developing moderately-priced units. Mrs. Roman also asked about expenditures outlined in the staff report, which Assistant Executive Director Olivares explained.

Mrs. Roman expressed opposition to partnering with other agencies to merge funding since the potential guidelines may cause Irwindale residents to lose priority in purchasing homes.

BOARD MEMBER
ORTIZ

As requested by Board Member Ortiz, Assistant Executive Director Olivares indicated that she would provide an update on Homelessness Committee activities in May.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:46 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

- ☐ City Council
☐ Successor Agency
☒ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: July 24, 2019
 To: Honorable Chairman and Housing Authority Board Members
 From: William K. Tam, Executive Director
 Issue: Mayans Housing Project Priority Listing Appeal – Danielle Cortez

Executive Director's Recommendation:

That the Irwindale Housing Authority ("IHA") deny the appeal submitted by Ms. Danielle Cortez dated June 3, 2019 and sustain RSG's determination that the applicant's Third Priority Criteria is a Former Resident.

Background

Following staff's presentation the Housing Authority opened the hearing for public comment, maintained the hearing open, and continued this item to July 24, 2019.

The Irwindale Housing Authority Guidelines, Policies and Procedures for the Mayans Housing Purchase Program ("Guidelines") (Attachment "A") adopted on December 18, 2013 established the rules and procedures for the application process and purchase of the homes to be developed in the Mayans Housing Project ("Project"). On April 23, 2014, Ms. Danielle Cortez and Mr. Christin Cortez ("Applicants") submitted an application for the Irwindale Housing Authority's First Time Homebuyer Program ("Program"). The Authority retained the services of RSG, Inc. ("Consultant") to assist with the review of the applications for this Program and determine eligibility classifications for all of the applicants. On June 4, 2019 the Applicant submitted an appeal to the Irwindale Housing Authority requesting the Third Criteria as a Priority 4, Former Resident be classified as a Continuous Resident, Priority 2 (Attachment "B").

APPLICATION PRIORITY NOTIFICATION

On July 7, 2015, the Authority's Consultant mailed out the Revised Preliminary order, classifying the Applicants' Third Priority Criteria, Former Resident, Priority 4 (Attachment "C"). All applicants were notified of their Preliminary order and had the opportunity to appeal the Consultant's determination. The Applicants submitted an appeal, questioning their income classification, but did not address/appeal their Third Priority Criteria. The Applicants' Revised Preliminary order was determined as follows:

| | |
|---|----------------------|
| First Priority Criteria (Income Eligibility Classification) | Moderate |
| Secondary Priority Criteria | 2 ¹ |
| Third Priority Criteria | <u>4²</u> |
| Total | 6 |

¹Per the Guidelines, Secondary Criteria with a Priority 2 indicates the Applicant is a First Time Homebuyer. *First Time Homebuyer: Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.*

²Per the Guidelines, Third Criteria with a Priority 4 indicates the Applicant is a Former Resident. *Former Resident: Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.*

SUPPLEMENTAL APPLICATION

On February 11, 2019, all remaining eligible applicants were mailed out a Supplemental Application requesting updated income information and household composition. The release of the Supplemental Application does not establish a new Application Deadline for the Program, as this was not a new application process. The Guidelines, Policies and Procedures for the Irwindale Housing Program Lottery (Mayans Housing Project Phase 1 & 2) approved by the Authority Board on October 26, 2015 (Attachment "D") specified that income for the remaining applicants would need to be recertified for all applicants participating in the next phase of the Project to be in line with the income guidelines issued annually by the State Department of Housing and Community Development (HCD).

The Consultant reviewed the information received as part of the Supplemental Application and mailed out notices to the applicants on May 30, 2019 to advise them of their REVISED income eligibility (Attachment "E"). Applicants' REVISED income eligibility was determined to be as follows:

| | |
|---|----------|
| First Priority Criteria (Income Eligibility Classification) | LOW |
| Secondary Priority Criteria | 2 |
| Third Priority Criteria | <u>4</u> |
| Total | 6 |

APPEAL REQUEST

On June 4, 2019 the Authority received a notice from the Applicant (Attachment "F") appealing the Consultant's determination for the Third Priority Criteria, Former Resident, Priority 4 and requesting that the Applicant be classified as a Continuous Resident, Priority 2.

A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof. Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) month but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

APPEAL DETERMINATION

The Applicants submitted a Program application on April 23, 2014, indicating a residence address in Azusa, CA. The Application Deadline was April 30, 2014. As defined previously, in order for an Applicant to be categorized as a Continuous Resident, the applicant must have resided continuously in Irwindale for a minimum of 36 months immediately preceding the Application Deadline. The Applicants' June 3, 2019 appeal states that from July 2013 to July 2014 the Applicants did not reside in the City of Irwindale. Additionally, the appeal submitted by the Applicants included U.S. Individual Income Tax Returns for 2014 verifying that the Applicants did not reside in Irwindale.


Based on the Application Deadline, definition of a Continuous Resident, Applicants' application, and the information provided in the Applicants' June 3, 2019 appeal, staff recommends the Authority deny the Applicants' request to be classified under the Third Priority Criteria as a Continuous Resident, Priority 2. Staff recommends the Authority uphold the Consultant's review of the application and classify the Applicants' application as a Third Priority Criteria, Former Resident, Priority 4.

Fiscal Impact:

The Applicants' appeal to be categorized as a Continuous Resident as opposed to a Former Resident does not impact the Agency's financial contribution for the Project.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Theresa Olivares, Assistant City Manager
Phone: (626) 430-2294



William Tam, Executive Director

ATTACHMENTS:

- A. Irwindale Housing Authority Guidelines, Policies and Procedures for the Mayans Housing Program
- B. Irwindale Housing Authority Affordable Home Purchase Program Application
- C. July 7, 2015 Revised Preliminary Notice
- D. Guidelines, Policies and Procedures for the Irwindale Housing Program Lottery
- E. May 30, 2019 Revised Income Eligibility Notice
- F. June 3, 2019 Appeal

**IRWINDALE HOUSING AUTHORITY
GUIDELINES, POLICIES AND
PROCEDURES FOR THE
MAYANS HOUSING
PURCHASE PROGRAM**

Adopted by the:

Irwindale Housing Authority



Approved: December 18, 2013

GUIDELINES, POLICIES, AND PROCEDURES FOR THE MAYANS HOUSING PURCHASE PROGRAM

SECTION 1. GENERAL

The Irwindale Housing Authority ("Authority") is pursuing the development of a housing project, known as the "Mayans" project, which is intended to include affordable single family homes on several sites in the City of Irwindale. The Authority has adopted these Guidelines, Policies, and Procedures to govern the marketing of the homes in the project to further the Authority's goals of providing additional single-family housing stock for Irwindale residents to replace existing substandard housing units and to create decent, safe and sanitary first time ownership opportunities.

SECTION 2. MAYANS HOUSING PURCHASE PROGRAM GUIDELINES, POLICIES AND PROCEDURES

A. Definitions

1. *Applicant*

A person/family submitting a formal application for consideration and determination of eligibility to purchase a home hereunder.

2. *Application Deadline*

The Application Deadline shall be the date established by the Authority as the deadline for submitting Applications for this program.

3. *Conflict of Interest*

Authority Board members and officers of the Authority or Agency, or management level employees of the Authority are deemed to have a conflict of interest and may not participate in this program. Persons who exercise operational responsibilities relative to any financing pertaining to the Mayans project are similarly deemed to have a conflict of interest.

4. *Continuous Resident*

A "Continuous Resident(s)" shall be placed in two (2) subcategories thereof: Those persons/families continuously residing in Irwindale since at least fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category A" Continuous Resident. Those persons/families continuously residing in Irwindale for at least thirty-six (36) months but establishing residence on or after fifteen (15) year period immediately preceding the Application Deadline shall be identified as "Category B" Continuous Resident.

5. *Dependent*

Dependent shall be an immediate family member who resides with an Irwindale resident or former resident.

6. *Disabled Family*

- (a) Any person or his/her family member who has a disability or handicap recognized under the Americans with Disabilities Act of 1990, as amended, which includes:
 - (i) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
 - (ii) a record of such an impairment; or
 - (iii) being regarded as having such an impairment (42 U.S.C. §12102.)
- (b) A handicap does not include current, illegal use of or addiction to a controlled substance. For purposes of this part, an individual shall not be considered to have a handicap solely because that individual is a transvestite. (24 C.F.R. § 100.201) As used in this definition:
- (c) "Physical or mental impairment" includes:
 - (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs, cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
 - (ii) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.
- (d) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (e) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical

impairment that substantially limits one or more major life activities.

(f) "Is regarded as having an impairment" means:

- (i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by another person as constituting such a limitation;
- (ii) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of other toward such impairment; or
- (iii) Has none of the impairments defined in paragraph (i) of this definition but is treated by another person as having such an impairment.

Medical certification of a disability or handicap is required from persons claiming disability who are not recipients of benefits under either 42 U.S.C. § 423 (Social Security Act) or § 102 (b) (5) of the Development Services and Facilities Construction Amendments of 1970. The laws and regulations cited in this Section may be amended from time to time by the appropriate governmental authority. Any such amendments that modify the definitions contained herein shall be automatically incorporated without formal action by the Authority.

7. *Displaced Person*

A Displaced Person shall have the meaning set forth in Government Code section 7260 and encompass those persons/families who have been displaced by the former Irwindale Community Redevelopment Agency or Irwindale Housing Authority from legal residential units on or after September 1, 2008. A Displaced Person subject to this definition shall have priority over other categories of persons pursuant to Section 2.C below.

8. *Elderly Family*

An Elderly Family is a family where any member is at least sixty-two (62) years of age or older.

9. *Employed within City Limits*

Those persons/families continuously working in the City of Irwindale for at least thirty-six (36) months preceding the Application Deadline.

10. *First Time Homebuyer*

Persons who have not owned a home in whole or part shall be considered First Time Homebuyers. Security interests shall not be deemed ownership unless actual residency took place.

11. *Former Resident*

Persons who previously resided within Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, but who do not currently reside in Irwindale, shall be considered to be Former Residents.

12. *Handicapped Person*

A person having a disability or handicap, which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could not be improved by more suitable housing. Any member of a family who is handicapped qualifies that family as a Disabled Family. (See: "*Disabled Family*".)

13. *Immediate Family Member*

Parents, grandparents, siblings, or children of Continuous Residents are considered to be Immediate Family Members.

14. *Income Qualification Criteria (APPLICABLE TO INCOME-RESTRICTED UNITS ONLY)*

Extremely low, very low, low and moderate income qualification criteria shall be as set forth in Exhibit "A" hereto, which may be amended from time to time without formal action by the Authority to be consistent with state laws and regulations (Subchapter 2 of Chapter 6.5 of Division 1 of Title 25, California Code of Regulations; see also: California Health and Safety Code §§ 50106, 50105, 50079.5 and 50093.)

15. *Interrupted Resident*

Any person (or family) who resided in Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline, moved away for a period of time, but has reestablished a bona fide residence within the City limits of Irwindale for at least one year prior to the Application Deadline shall be considered to be an Interrupted Resident.

16. *Non-resident*

Any person (or family) who is not now and has not been a resident of Irwindale for at least thirty-six (36) consecutive months within the fifteen (15) year period immediately preceding the Application Deadline.

17. *Purchaser*

An applicant successfully completing the application process and purchasing a home hereunder.

18. *Veteran*

Any person who has been honorably discharged from one of the military services of the United States shall be considered a Veteran.

B. Eligibility Criteria

Since the Mayans Housing Purchase Program is a sales program, there are three (3) primary criteria which must be met to determine eligibility:

1. Qualification for an appropriate mortgage loan to finance the purchase.
2. Income eligibility under § 2.A.12, above, for units restricted to low to moderate income persons.
3. Be at least eighteen (18) years of age at time of purchase.

C. Priorities

Eligible applications from persons/families meeting basic income (extremely low, very low, low or moderate income) criteria for the Mayans Housing Purchase Program shall be processed based upon the following priority schedule and the application procedures in Section 2.D:

1. First Priority Criteria: Income Eligibility Classification (applicable to income-restricted units only)

- (a) Extremely low income persons/family – two (2) -restricted homes **[subject to modification]**
- (b) Very low income persons/family – four (4) restricted homes **[subject to modification]**
- (c) Low income persons/families – four (4) restricted homes**[subject to modification]**
- (d) Moderate income persons/families – eight (8)restricted homes **[subject to modification]**

A primary goal of the Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of First Time Homebuyers. Accordingly, and notwithstanding the initial allocations established in § 2.C.1, above, pertaining to the number of units allocated among the income categories, the Authority the right to reallocate the final number of units specified for each income category, if deemed necessary and appropriate, to meet the quantified needs of First Time Homebuyers.

2. Second Priority Criteria:

- | | | |
|--------------------------|----------|---|
| (a) Displaced Person | Priority | 1 |
| (b) First Time Homebuyer | Priority | 2 |
| (b) Disabled Family | Priority | 3 |
| (c) Veteran | Priority | 4 |

- | | | |
|-----------------------|----------|---|
| (d) Elderly | Priority | 5 |
| (e) None of the above | Priority | 6 |

3. Third Priority Criteria

- (a) Category A Continuous Irwindale Resident - Priority 1
- (b) Category B Continuous Resident – Priority 2
- (c) Interrupted Resident – Priority 3
- (d) Former Resident – Priority 4
- (e) Immediate Family Member – Priority 5
- (f) Employed within the City of Irwindale City limits – Priority 6
- (g) None of the above – Priority 7

D. Application Procedure

1. Applications

- (a) Upon commencement of the application process, interested persons will be required to complete and sign an Application. As a material part of the Application, interested persons will be required to execute an authorization and waiver form for release of information from persons, firms, public entities and others who may retain data necessary for a complete analysis of the Application. Data needed will include name, address, telephone number, family composition and ages, declaration of income and assets, declaration of outstanding financial obligations, veteran status, declaration of physical status (with appropriate medical confirmation), declaration of home ownership status. (See: § 2.D.1(i)) Applications shall also include a requirement of the applicant to secure a "Preliminary Loan Approval Letter" from a qualified lender or mortgage broker that is working with the applicant. The "Preliminary Loan Approval Letter" shall indicate the names of the applicant(s), verification that a credit check and reference has been completed and the amount of preliminary loan approval for the applicant(s).

IMPORTANT: APPLICATIONS AND A "PRELIMINARY LOAN APPROVAL LETTER" **MUST** BE RECEIVED BY THE AUTHORITY PRIOR TO THE APPLICATION DEADLINE. APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE WILL NOT BE CONSIDERED FOR THIS PROGRAM.

Appropriate assistance in completing the Application will be provided to interested persons, if requested.

- (b) Applications along with the "Preliminary Loan Approval Letter" shall be submitted for review and screening.
- (c) Applications for income-restricted units will then be assigned to the appropriate First Priority classification under § 2.C.1.
- (d) Applications for market units will not be assigned to an Income Eligibility Classification, but will be prioritized only in accordance with the Second and Third Priority Criteria.
- (e) Applications will then be assigned the applicable numerical priority rating according to the Second Priority Criteria set forth in § 2.C.2, above.
- (f) Applications will then be further prioritized with each category by the Third Priority Criteria set forth in § 2.C.3, above.
- (g) Within the numerical allotments provided by the First Eligibility Criteria (§ 2.C.1), the final order of priority will be established by adding the numerical priority rating assigned to each Application. The Applications will be ranked, in order of descending priority, with the smallest total number assigned being the highest priority. For example, an Applicant who is a First Time Homebuyer (Priority 2 in the Secondary Priority Criteria), and Category A Continuous Irwindale Resident (Priority 1 in the Third Priority Criteria) will have a total Priority Rating of 3 and would be ranked higher than an Applicant who is a "none of the above" (Priority 6 in the Second Priority Criteria) and an Immediate Family Member (Priority 5 in the Third Priority Criteria) with a total Priority Rating of 11.
- (h) In the event a tie occurs between two (2) or more Applicants, the total Priority Rating rank order will be assigned by a random blind drawing conducted by the Executive Director.
- (i) The Authority staff will verify the following data:
 - (i) name and address
 - (ii) residence requirement
 - (iii) employment
 - (iv) income
 - (v) existing equity/assets (if applicable)
 - (vi) credit history
 - (vii) property ownership
- (i) Documentation necessary to verify income, age, handicap (disability), and residency requirements shall be submitted with application documents and may include, but is not limited to: birth certificates, current pay check stubs, income tax returns,

employment/salary verification, bank statements for all checking and/or savings accounts, telephone records and utility records, hospital admittance records, medical care records, and records of educational institutions and public agencies as the same are relevant to matters pertaining to verification of information submitted.

- (j) All data submitted shall be verified as true and correct under penalty of perjury of the laws of the State of California. Failure to so verify shall result in application rejection.
- (k) Ineligible Applicants shall be notified, in writing, with a statement from the Executive Director indicating why the Applicant has been denied and advising the Applicant of his or her right to appeal the determination in writing within ten (10) days of the letter of denial. Appeals will be heard by the Authority Board and the Authority Board's determination shall be final.

2. Applications

- (a) If by the Application Deadline there are insufficient eligible Applicants for the available units, the Authority Board may extend the Application Deadline to accept additional applications which will be processed in accordance with the procedures set forth in § 2.D.1, above.
- (b) Priority for Applicants shall be strictly maintained in accordance with the application period during which submittal occurred. Additional Applicants authorized by the Board after the first thirty (30) days shall not be included with the first group of Applicants.
- (c) Once financing has been approved escrow will be entered into. Upon release of funds in an amount sufficient to purchase the unit, then title will transfer to the Applicant/Purchaser.

SECTION 3. FINANCING

The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions described in Section 4 below. Such financing shall be subject to additional procedures and guidelines which shall be established by the Authority. No Authority financial assistance will be provided to purchasers of market units.

SECTION 4. ADDITIONAL OWNERSHIP REQUIREMENTS

- A. All Purchasers of income-restricted units shall be required to enter into appropriate instruments (promissory notes, deed restrictions, repurchase options, *etc.*), as determined by the Authority, with regard to maintenance of the home for very low to moderate income purposes for at least forty-five (45) years or longer as determined by the Authority and required by

law (the "Restriction Period" hereinafter). (See: California Health and Safety Code § 33334.3) The affordability restrictions are described in general below, but the provisions of the promissory note, deed of trust, and regulatory agreement will control.

- B. Purchasers of income-restricted units shall be restricted from selling the home purchased hereunder to any person other than another income-qualified buyer or the Authority during the Restriction Period (minimum forty-five (45) years). The resale price to another income-qualified buyer will be restricted to an affordable housing cost which will be determined in accordance with the promissory note, deed of trust, and regulatory agreement. Under certain limited circumstances an income-restricted unit may be sold to a non-qualified buyer, but in that event the Authority will receive a portion of the increase in equity. The percentage of equity coming back to the Authority decreases the longer the home is owned by an income-qualified buyer. The equity sharing procedures and percentages are contained in the regulatory agreement.
- C. The Purchaser of an income-restricted unit shall be precluded from encumbrancing, mortgaging, hypothecating or allowing the imposition of liens on the home without the prior, express written permission of the Authority. The limits for such encumbrances shall be the same as the limits set by the Authority for their housing rehabilitation loans, and may be adjusted from time to time. Further limitations are described in the regulatory agreement.
- D. The Purchaser of an income-restricted unit shall use and occupy the home purchased hereunder as the Purchaser's principal place of residence upon close of escrow or within such timeline as may be established by the Authority and shall continue to so use and occupy the home for the duration of the Restriction Period to the exclusion of all other abodes. The Purchaser shall not rent or lease the home for any reason at any time during the Restriction Period.
- E. If the Purchaser of an income-restricted unit fails to make all payments in a timely manner or to keep the home lien free, the Authority shall maintain the right to repurchase or foreclose on the home in accordance with the promissory note, deed of trust, and regulatory agreement.
- F. A household, family unit, or immediate family members may qualify to purchase only one home under this program. For the purposes of this program, adult, nondependent siblings shall not be prohibited from qualifying independently as a separate household or family unit provided they do not reside together or share housekeeping expenses or duties.
- G. Every deed given by the Authority shall refer to these Guidelines and be binding as conditions, covenants and restrictions running with the land.

RESOLUTION NO. HA 2015-04-051

**A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE
GUIDELINES, POLICIES, AND PROCEDURES FOR THE IRWINDALE HOUSING
PROGRAM LOTTERY (MAYANS HOUSING PROJECT)**

WHEREAS, the Irwindale Housing Authority ("Authority") has established funding for the purposes of increasing and improving the supply of housing affordable to Low-and Moderate-Income persons; and

WHEREAS, the Disposition and Development Agreement ("DDA") by the Authority and IMD Enterprises, LLC was entered into on or about December 18, 2013; and

WHEREAS, on October 14, 2015, an addendum to the DDA was approved by the Authority to identify additional lots acquired by the Authority, as contemplated under the DDA, and provide for the development of a total of 21 homes; and

WHEREAS, it is now necessary for the Authority to consider the Guidelines, Policies, and Procedures for the Irwindale Housing Program Lottery (Mayans Housing Project) to break ties within priority ranking numbers as identified in the preliminary Priority Listing for the Mayans Housing Project dated October 19, 2015.

NOW, THEREFORE, the Board of Directors of the Irwindale Housing Authority do hereby find and determine as follows:

SECTION 1. The Authority Board of Directors hereby approves the Guidelines, Policies and Procedures for the Irwindale Housing Program Lottery (Mayans Housing Project), attached hereto as Exhibit "A".

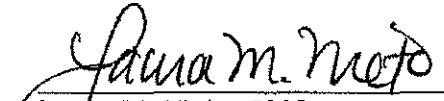
SECTION 2. The Executive Director is hereby directed to make available to interested persons copies of said guidelines for use by such persons in the application process.

SECTION 3. The Authority Assistant Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 26th day of October 2015.


Mark A. Breceda, Authority Chair

ATTEST


Laura M. Nieto, CMC
Authority Assistant Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2015-04-051 was adopted at a special meeting of the Irwindale Housing Authority held on October 26, 2015, by the following vote:

AYES: Authority Member: Ambriz, Miranda, Ortiz, Breceda

NOES: Authority Member: None

ABSENT: Authority Member: None

ABSTAIN: Authority Member: Garcia



Laura M. Nieto, CMC
Assistant Secretary
Irwindale Housing Authority

Page 1

APPLICATION

IRWINDALE HOUSING AUTHORITY



AFFORDABLE HOME PURCHASE PROGRAM

APPLICATION

Information provided herein shall be kept confidential and shall be used for the sole purpose of determining eligibility and collecting statistical data for the Irwindale Housing Authority's Mayans Housing Purchase Program ("Program").

Applicant Danielle Cortez Age 33

Current Address 18711 Linfield Street

Azusa
City

CA.
State

91706
Zip

Home Phone (626) 588-8425 Cell/Work Phone () / /

SSN [REDACTED] California Driver's License [REDACTED]

Previous Addresses during past three (3) years:

| Dates | Address | Zip |
|---|--------------------------------------|--------------|
| From <u>childhood</u> To <u>7/15/13</u> | <u>16023 PEPPERTREE IRWINDALE CA</u> | <u>91706</u> |
| From _____ To _____ | _____ | Zip _____ |
| From _____ To _____ | _____ | Zip _____ |

Co-Applicant or Spouse's Name Christian Cortez Age 33

Current Address 18711 Linfield Street

Azusa
City

CA
State

91706
Zip

Home Phone (626) 485-1387 Cell/Work Phone () / /

SSN [REDACTED] California Driver's License [REDACTED]

Previous Addresses during past three (3) years:

| Dates | Address | Zip |
|---------------------------------|---------------------------------------|--------------|
| From <u>2006</u> To <u>2013</u> | <u>16023 PEPPERTREE IRWINDALE CA.</u> | <u>91706</u> |
| From _____ To _____ | _____ | Zip _____ |
| From _____ To _____ | _____ | Zip _____ |

July 7, 2015

Via First Class Mail

Danielle Cortez
16023 Peppertree Lane
Irwindale, CA 91706

Dear Danielle Cortez:

The Irwindale Housing Authority has completed its analysis of all updated information provided for the Mayans Home Purchase Program ("Program"). This review has resulted in a change in either income eligibility classification, secondary eligibility criteria or final eligibility criteria for some of the applicants.

In accordance with the Program guidelines, it has been resolved that your REVISED PRELIMINARY order of priority is as follows:

| | |
|--|-----------------|
| FIRST PRIORITY CRITERIA (INCOME ELIGIBILITY CLASSIFICATION) | Moderate |
| SECONDARY PRIORITY CRITERIA: | 4 |
| THIRD PRIORITY CRITERIA: | 2 |
| TOTAL: | 6 |

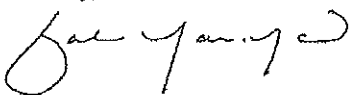
The Housing Authority reserves the right and intends to adjust the final allocation of units between the four (4) income categories, depending on the number of applicants in each category and the City's Five-Year Implementation Plan goals. In addition, the Authority has posted at the Irwindale City Hall, and included with this letter, a list of the names and total preliminary points of the eligible applicants.

If you desire to appeal this determination, please submit your written appeal along with any documentation you may have to support your appeal to the Irwindale Housing Authority, Attention: Housing Department, Irwindale City Hall by Tuesday, July 21, at 6:00 pm. Post marked appeals received after this date and time will not be accepted. Once your appeal has been analyzed, you will be notified of the date, time and place for your hearing.

Because there are several income categories and priority rankings within each category, the Authority will be conducting a lottery to determine the final Priority Ranking order for each income group. Notices regarding the lottery will be sent out at a future date, with a minimum fourteen (14) calendar day notification period. It is required that all participants be present for the lottery (or represented by someone authorized, in writing provided to the Authority Housing Coordinator prior to the time of the lottery, to select a unit for them). Once the priority order has been established, the top ranking applicants, for each income level, will be asked to select their home. In the event any of the applicants are unable to proceed with this process or secure a mortgage, the next in line for that income level will be able to participate and will be awarded the home that was designated by the first applicant. There will be no switching of units after the homes have been chosen. Once the lottery process is complete, the actual loan qualification process will proceed. Final eligibility will depend on the applicant's ability to qualify for a mortgage loan.

If you have any questions regarding the point determination, either for yourself or others, or the lottery process please call Theresa Olivares of the Housing Authority at (626) 430-2294 or Becky Caha the Authority's housing consultant, at (714) 316-2105.

Sincerely,



John Davidson
Executive

Director

**GUIDELINES, POLICIES
AND
PROCEDURES
FOR THE
IRWINDALE HOUSING PROGRAM
LOTTERY
(Mayans Housing Project Phase 1 & 2)**

Adopted by the:
Irwindale Housing Authority

Approved:
10/26/15

**LOTTERY GUIDELINES
IRWINDALE HOUSING PROGRAM**

I. Program

- A. Tonight's lottery encompasses the Irwindale Housing Authority's Mayans Housing Purchase Program Phase 1 & 2 ("Program"). The Program Guidelines tentatively allocated units of the various income categories as follows:

| <u>PHASE 1</u> | |
|-------------------------------------|---------|
| <u>Income Classification</u> | |
| Extremely Low | 4 Units |
| Very Low Income | 6 Units |
| Low Income | 5 Units |
| Moderate Income | 6 Units |

TOTAL 21 Units

- B. The allocation of units in Phase 2 of the Program has not been designated at this time, but is anticipated to include approximately 5 infill units.
- C. The primary goal of the Housing Authority is to create, to the extent feasible, sufficient new owner-occupied single family residences to meet the projected needs of first time homebuyers. As such, the Authority reserves the right to reallocate the final number of units in Phase 2 specified for each income category if deemed necessary and appropriate to maximize the number of first time homebuyers. Also, the Authority reserves the right to begin a new application process for Phase 2, if deemed necessary.
- D. At this time, there is no anticipated groundbreaking and completion date for Phase 2, as the Housing Authority is currently negotiating the acquisition of the property. This will mean that income will need to be recertified at a later date for all applicants participating in Phase 2.

II. Lottery Process

- A. Tonight we will be holding the lottery for the Program. Please note that there has already been a significant process to rank applicants based on various criteria including income and many other factors. Tonight's lottery merely breaks ties within priority ranking numbers. Attached to this packet is a listing of each applicant, his/her income level, his/her priority ranking number, as well as a control number. It is important to note that this control number is NOT a lottery number. This control number is based on income level and priority ranking, and is alphabetized within each income level and priority ranking. The purpose of this control number is to ensure that all applicants are accounted for.
- B. Each applicant will have his/her name on a card with a control number. These will be located on the table at the front of the room. Each name will be folded

and placed into the bin by City staff for drawing. Each name will be drawn by the Authority's housing consultant, and as each applicant is called he/she will come and pick one **Lottery Number** from another bin, which contains numbers 1 through 85. These numbers will also be available for display at the front and will be folded and placed into their own bin by City staff. Once the applicant has drawn his/her lottery number, that lottery number will be placed next to his/her name on the sheet located in the front. In the event that the applicant is not here, or does not have a designated representative, although a number will be drawn for them, the applicant may forfeit their lottery number. The Authority may allow any applicant to continue in the process without appearing depending upon the reason for not being present or having sent a representative.

- C. Once the lottery is complete, and all applicants have received their lottery number, then priority will be given as follows:
1. Starting with the extremely low income category, the applicants within each priority ranking will be ranked by their lottery number, lowest to highest. For example, if you are very low income with a priority ranking of 2 and you draw #25 as your lottery number, and the next very low income applicant with a priority ranking of 2 draws #37, you would be placed in a priority position within that income category ahead of the applicant who draws #37. This would be the case for every income level and every priority ranking where there is a tie. It is not possible for someone with a higher priority ranking to move ahead of someone with a lower priority ranking.
 2. Once the order of priority has been established within each income level, the person with the lowest lottery number may choose their home for Phase 1 tonight.
 3. While some have asked about possibly "passing" and waiting for Phase 2, this will not be permitted.
 4. After the successful applicants in each of the income levels have chosen their home, the lottery process for Phase 1 is complete. In the event the Authority does not remove Phase 2 from this application process, your lottery number will follow you into the next phase. As time draws closer to the next phase, there will be another meeting held when the next applicants in line will choose their homes, but there will not be another lottery unless it is determined by the Authority that Phase 2 will be under another application process.

5. Once the Phase 1 homes have been chosen, the applicants will move on to the final loan approval stage. In the event the applicant who has been awarded a home can not obtain financing, the home will be awarded to the next applicant in line within the same income level. A final priority listing will be mailed out following the lottery to show the final standing. Also, when there are changes in the listing, all applicants will be notified accordingly. Once a home is chosen, however, applicants can not switch homes. Each applicant will have the choice to continue with the lender he/she currently has preliminary loan approval with, or the Developer's lender, Stearns Lending, LLC.
- E. Should you be required to involuntarily move to a different income category due to a change in the income limits, or your income, your lottery number will move with you to the new income category.
 - F. For your reference, the market rate of the homes in Phase 1 ranges from \$415,000 to \$475,000 for Phase 1. The market rate value and affordable sales prices for Phase 2 has yet to be determined and may increase. The Authority will provide second trust deed financing to assist the purchasers of the income-restricted units, in exchange for the affordability restrictions outlined in the Program Guidelines. Such financings shall be subject to additional procedures and guidelines, which shall be established by the Authority.
 - G. If there are any questions regarding this process or how it will be completed, please raise those questions prior to the lottery so there is an understanding of what will be taking place.



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

May 30, 2019

Via Certified Mail - Return Receipt

Danielle Cortez
16023 Peppertree Lane
Irwindale, CA 91706

Dear Applicant:

The Irwindale Housing Authority has completed its analysis of all updated information provided for Phases 3 and 4 of the Mayans Home Purchase Program ("Program"). This review has resulted in a change in either income eligibility classification or final eligibility criteria for some of the applicants.

In accordance with the Program guidelines, it has been resolved that your REVISED income eligibility is as follows:

| | |
|--|------------|
| FIRST PRIORITY CRITERIA (INCOME ELIGIBILITY CLASSIFICATION) | Low |
| SECONDARY PRIORITY CRITERIA: | 2 |
| THIRD PRIORITY CRITERIA: | 4 |
| TOTAL: | 6 |

The Housing Authority reserves the right and intends to adjust the final allocation of units between the three (3) income categories (extremely low, very low, and low), depending on the number of applicants in each category and the City's Five-Year Implementation Plan goals. Please note that the moderate-income category has been removed for Phases 3 and 4. In addition, the Authority has posted at the Irwindale City Hall, and included with this letter, a list of the names and total preliminary points of the eligible applicants.

If you desire to appeal this determination, please submit your written appeal along with any documentation you may have to support your appeal to the Irwindale Housing Authority, Attention: Housing Department, Irwindale City Hall by **Thursday, June 13, 2019 at 6:00 pm.** Post marked appeals received after this date and time will not be accepted. Once your appeal has been analyzed, you will be notified of the date, time and place for your hearing.

Notices regarding the property selection meeting will be sent out at a future date, with a minimum fourteen (14) calendar day notification period. It is required that all participants be present for this meeting (or represented by someone authorized, in writing provided to the Authority Housing Coordinator prior to the time of the meeting, to select a unit for them). Once the priority order has been established, the top-ranking applicants, for each income level, will be asked to select their home. In the event any of the applicants are unable to proceed with this process or secure a mortgage, the next in line for that income level will be able to participate and will be awarded the home that was designated by the first applicant. There will be no switching of units after the homes have been chosen. Once this process is complete, the actual loan qualification process will proceed. Final eligibility will depend on the applicant's ability to qualify for a mortgage loan.

If you have any questions regarding the point determination, either for yourself or others, or the lottery process please call Armando Hegdahl of the Housing Authority at (626) 430-2201 or Becky Caha the Authority's housing consultant, at (714) 968-2242.

Sincerely,

Becky Caha

Becky Caha
Housing Consultant

Attachment

June 3, 2019

RECEIVED

JUN 4 2019

CITY OF IRVINDALE
CITY CLERKS DEPT

Att: Housing Department
Irwindale Housing third Criteria
Appeal.

to whom may be reading this letter,
I truly feel that for myself in the 3rd
Criteria, I should no longer be a 4 (former resident).
Reason being I left for one year in 2013 thru
some of 2014. The Reason I left, was because
my parents house was getting very crowded with
my family of 5. I grew very discouraged
waiting for another lottery. The time frame was
July 2013-July 2014. I have proof with my taxes,
I came back home to Irwindale, because
my heart, home and life was here and there
was no denying that. My kids and I
were still very much involved with cheer, and
summer camp. I came back and November
my aunts house (Amelia Luna) opened for
rent. I jumped at the offer, to give my
parents space. Once I learned I had another
chance for the Mayan Home's my hope's
came right back.

→

I have been back home in Irwindale ②
beyond 36 months. It has been over
53 months. I'm asking that you please
consider taking me out of former resident,
and put me in continuous resident. I feel
high regret and somewhat condemned for
leaving for that year.

I have been living with my Dad (John Chico)
all my life, and trying for so long to
be apart of these lotteries. I want to
continue to live my life here with my kids
and husband and big family in Irwindale.
I have been living in my Aunts house
(Amelia Luna) and we are truly ready
and capable ~~to~~ to own our own house
in Irwindale along side my family.
my fears are, that I may not have
another chance. Please consider changing
my priority. Thank you

Danielle Cortez

June 3, 2019

To whom this may concern:

My daughter Danielle Cortez and her family moved out of my residence located at 16023 Peppertree Ln Brwindale in 2013.

In 2014 Danielle and her family returned to reside at my residence at the above mentioned address.

If you have any questions or concerns please feel free to contact me at (626) 484-7015.

Sincerely,

Jenny Chica

Form 1040

Department of the Treasury—Internal Revenue Service (99)

U.S. Individual Income Tax Return 2014

OMB No. 1545-0074

IRS Use Only—Do not write or staple in this space.

| | | | | | | |
|---|--|-------------------------------|--|---------------------|--|--|
| For the year beginning on Dec. 31, 2014, or other tax year beginning | | , 2014, ending | | , 20 | | See separate instructions. |
| Your first name and initial | | Last name | | | | Your social security number |
| CHRISTIAN | | CORTEZ | | | | |
| If a joint return, spouse's first name and initial | | Last name | | | | Spouse's social security number |
| DANIELLE | | CORTEZ | | | | |
| Home address (number and street). If you have a P.O. box, see instructions. | | | | | Apt. no. | ▲ Make sure the SSN(s) above and on line 6c are correct. |
| 18711 E LINFIELD ST | | | | | | |
| City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). | | | | | Presidential Election Campaign | |
| AZUSA CA 91702 | | | | | Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. | |
| Foreign country name | | Foreign province/state/county | | Foreign postal code | | <input type="checkbox"/> You <input type="checkbox"/> Spouse |

| | | |
|--------------------------------------|--|--|
| Filing Status Check only one box. | 1 <input checked="" type="checkbox"/> Single | 4 <input type="checkbox"/> Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. |
| | 2 <input type="checkbox"/> Married filing jointly (even if only one had income) | |
| | 3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here. | 5 <input type="checkbox"/> Qualifying widow(er) with dependent child |
| | | |

| | | | | | |
|------------|--|---|--|--|--|
| Exemptions | 6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a | Boxes checked on 6a and 6b No. of children on 6c who: * lived with you * did not live with you due to divorce or separation (see instructions) Dependents on 6c | | | |
| | b <input type="checkbox"/> Spouse | | | | |
| | c Dependents: | | | | |
| | (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) <input checked="" type="checkbox"/> qualifying for child tax credit if child under age 17 (see instructions) | | | | |

I can show you my clear copies, if needed, for quality of printer or low ink